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. 2024-09
HHS Computer Match No. 2405

I. PURPOSE, LEGAL AUTHORITIES, AND DEFINITIONS

A. 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 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.

CMS will serve as the Source agency for this Agreement. The responsible component for CMS is the Center for Clinical Standards and Quality (CCSQ). SSA shall be the Recipient agency under this Agreement with respect to information SSA will receive from CMS.

B. Legal Authorities

This Agreement is executed in compliance with the Privacy Act of 1974 (Privacy Act) (5 United States Code (U.S.C.) § 552a), as amended, and the regulations and guidance promulgated thereunder.

Sections 202 and 223 of the Act (42 U.S.C. §§ 402 and 423) outline 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 SSA to verify the eligibility of a beneficiary. Section 704(e) of the Act (42 U.S.C. § 904(e)) provides that SSA and the Department of Health and Human Services (HHS) shall enter into Agreements as may be necessary to provide information to each other to meet the programmatic needs of the requesting agency.

This matching program employs CMS systems containing Protected Health Information (PHI) as defined by Health and Human Services regulation "Standards for Privacy of Individually Identifiable Health Information" (45 Code of Federal Regulations (C.F.R.) §§ 160 and 164). PHI may only be disclosed by CMS without the written authorization of the individual, or the opportunity for the individual to agree or object, as permitted or required by the routine uses or "Standards" provided for in 45 C.F.R. § 164.512.

C. Definitions

For purposes of this Agreement, the following definitions apply:

A. "Breach" means 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 personally identifiable information for an other than authorized purpose (Office of Management and Budget (OMB) Memorandum M-17-12 – *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017)).

B. "Medicaid" means the Medicaid program established under Title XIX of the Act, together with other health care programs established under state law.

C. "Medicare" means the health coverage program established under Title XVIII of the Act.

D. "Personally Identifiable Information" or "PII" refers to information that can be used to distinguish or trace an individual's identity, either alone or in combination with other information that is liked 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)).

E. "Protected Health Information" or "PHI" means individually identifiable health information as defined in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

F. "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)).

II. 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. SSA will forward the matched records to the SSA field offices for further review and development in accordance with SSA's policies 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 Office of Management and Budget (OMB) guidelines.

4. SSA will reimburse CMS for costs associated with performance of this Agreement up to the obligated amount defined in FS 7600A and FS 7600B 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 System (AFS) of records notice, for SSA fraud-related analytics or data that leads SSA to initiate a fraud investigation.

B. CMS' Responsibilities

1. CMS will compare SSA finder file data to Medicare information in the following information technology systems: Enrollment Database (EDB) System, Long-Term Care – Minimum Data Set (LTC/MDS) System, and National Claims History (NCH) System.

2. CMS will send a response file to SSA containing the Medicare information for each record in the finder file that shows non-utilization of benefits for a period of three or more years. The information will distinguish those individuals who are involved in private health insurance, veteran's 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) and Nursing Facilities, as defined at 42 C.F.R. § 483.5 (Nursing Homes).

III. 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 anticipated 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.

C. Specific Estimate of any Savings

The cost benefit analysis (Attachment A to this Agreement) estimates that, in FY 2023, the matching program enabled SSA to avoid future improper payments totaling $3,409,888, based on a sample of payments to individuals identified as simultaneously entitled to SSA and Medicare (not examining payments to other Title II beneficiaries), at a total cost of $565,356, resulting in a favorable benefit-to-cost ratio of 6.03 to 1.

IV. RECORDS DESCRIPTION

A. Systems of Records (SOR)

1. SSA will

a. Disclose to CMS information from the Master Beneficiary Record (MBR), System No. 60-0090, last published in full at 71 Federal Register (FR) 1826 (January 11, 2006), and partially amended at 72 FR 69723 (December 10, 2007), 78 FR 40542 (July 5, 2013), 83 FR 31250-31251 (July 3, 2018), and 83 FR 54969 (November 1, 2018). Routine use number 26 authorizes disclosures to CMS to assist in the administration of Social Security's Title II program.

b. Retain data elements from the CMS response file in the Anti-Fraud Enterprise Solution (AFES), System No. 60-0388, last fully published at 87 FR 25333 (April 28, 2022) for SSA fraud-related analytics or data that leads SSA to initiate a fraud investigation.

2. CMS will disclose to SSA information from the following SORs:

a. National Claims History (NCH), System No. 09-70-0558, last published in full at 71 FR 67137 (November 11, 2006), and partially amended at 76 FR 65196 (October 20, 2011), 78 FR 23938 (April 23, 2013), 78 FR 32257 (May 29, 2013), and 83 FR 6591 (February 14, 2018). Routine use number 10 authorizes disclosures to SSA to investigate potential fraud, waste, or abuse.

b. Enrollment Data Base (EDB), System No. 09-70-0502, last published in full at 73 FR 10249 (February 26, 2008), and partially amended at 78 FR 23938 (April 23, 2013), 81 FR 8204 (February 18, 2016), and 83 FR 6591 (February 14, 2018). Routine use number 10 authorizes disclosures to SSA to investigate potential fraud or abuse.

c. The Long-Term Care-Minimum Data Set (LTC/MDS), System No. 90-70-0528, last published in full at 72 FR12801 (March 19, 2007), and partially amended 78 FR 23938 (April 23, 2013, 78 FR 32257 (May 29, 2013), and 83 FR 6591 (February 14, 2018). Routine use number 9 authorizes disclosures to SSA to investigate potential fraud, waste, or abuse.

SSA's and CMS' SORs have routine uses permitting the disclosures needed to conduct this match. The information in these systems of records may be updated during the effective period of this Agreement as required by the Privacy Act.

B. Specified Data Elements Used in the Match

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

a. Title II CAN;
b. Title II 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);
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 Involved

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 Data Exchanges

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.

V. NOTICE PROCEDURES

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 Title II beneficiaries at the time of their application for benefits stating that SSA matches their records against those of SSA and other agencies to verify their 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/medicare-and-you.

VI. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST FINDINGS

SSA will take no adverse action against individuals identified through the matching process solely based on information that SSA obtains from the match. Before taking any adverse action, SSA will verify the matching results in accordance with the requirements of the Privacy Act and applicable OMB guidelines.

If SSA determines that an adverse action (i.e., termination, denial, suspension, or reduction of benefits) is necessary, it will first notify the beneficiary (and representative payee and/or facility, if applicable) of the following:

1. That SSA received information from CMS that will have an adverse effect on the beneficiary's payment (the proposed adverse action);

2. The effective date of the proposed adverse action;

3. The beneficiary (or representative payee or facility, if applicable) has 30 days to contest any proposed adverse action decision; and

4. Unless the beneficiary, representative payee, or facility 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 take the proposed adverse action.

If the beneficiary, representative payee, or facility contests the information that was provided by CMS or the proposed adverse action by contacting SSA in writing or verbally, SSA will independently verify all information provided by the beneficiary, representative payee, or facility to determine the validity or applicability of the information obtained through the CMS matching program prior to taking the proposed adverse action. If, after a review of the information, a determination is rendered that the beneficiary's eligibility for benefits has not changed, the proposed adverse action will be negated. SSA will document the beneficiary's file with the supporting evidence and subsequent determination, and if the case was submitted to OIG for investigation, SSA will notify OIG to cease its investigation.

VII. DISPOSITION OF MATCHED ITEMS

Each agency 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.

VIII. 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 (Public Law (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 agencies, 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 Party experiences an incident involving the loss or breach of PII provided by SSA or CMS under the terms of this Agreement, it will follow the incident reporting guidelines issued by OMB (see OMB M-17-12 *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017). 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 Cybersecurity and Infrastructure Security Agency, 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 (800) 562-1963 or via email at 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 that remedy 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

Each party has adopted policies and procedures to ensure that it uses and secures the information it creates or obtains from the other party under this Agreement strictly 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 (SP) 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 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

Each party agrees to limit its use, duplication, and disclosure of the electronic files and information it creates or obtains from 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 the subject individuals for any purpose not specified by this Agreement.

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 the information it is requesting to duplicate or disseminate, to whom it would disseminate the information, and the reasons that justify such duplication or dissemination.

X. RECORDS ACCURACY ASSESSMENTS

CMS estimates that at least 99 percent of the information in the systems of records cited in Section V. A.2 is accurate based on CMS' 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 are included as items available for review and correction. SSA quality reviewers interview the selected Old Age Survivors Disability Insurance 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 FY 2022 Title II Payment Accuracy Report, August 2023). 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.

XI. 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.

XII. REIMBURSEMENT/FUNDING

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. CMS will collect funds from SSA by means of the Intra-Governmental Payment and Collection (IPAC) system or through Treasury's G-Invoicing system which will generate an IPAC, sufficient to reimburse CMS for the costs it has incurred for performing services through the date of billing. 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 FS 7600A and FS 7600B. Accordingly, accompanying this Agreement is an executed FS 7600A and FS 7600B that obligates funds for SSA to pay CMS for services under this Agreement. Since this Agreement spans multiple fiscal years, SSA will prepare a new FS 7600A and FS 7600B 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 FS 7600A and FS 7600B if actual costs exceed the estimated

cost. SSA's obligation to pay for services performed beyond fiscal year 2024 is subject to the availability of funds.

XIII. 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 Transactions Guide*."

XIV. DURATION OF AGREEEMENT

A. Effective Date

The effective date of this Agreement is February 1, 2025, provided that SSA has first reported the proposed matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A)(i), (o)(2)(B), and (r), and OMB Circular A-108 (December 23, 2016) and, upon completion of their advance review period, SSA published notice of the matching program in the Federal Register for at least thirty (30) days in accordance with 5 U.S.C. § 552a(e)(12).

B. Duration

This Agreement will be in effect for a period of 18 months.

C. Renewal

The Data Integrity Boards (DIBs) of SSA and CMS may, within three (3) months prior to the expiration of this Agreement renew the Agreement for not more than one additional year 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 this 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.

XV. INTEGRATION CLAUSE

This Agreement, the attachments (A – C), FS 7600A, and FS 7600B 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, including any conflicting terms in any Interconnection Security Agreement (ISA) entered into in accordance with NIST SP 800-47 governing the interconnections between information technology systems that will be utilized for the transfer of information under this Agreement.

XVI. PERSONS TO CONTACT

A. SSA Contacts

Program Information
Tatiana Santiago, Program Analyst
Office of Public Service and Operations Support
Office of Operations
6401 Security Boulevard, Annex Building, Suite 1620
Baltimore, MD 21235-6401
Telephone: (410) 965-7833
Fax: (410) 966-0911
Email: Tatiana.Santiago.@ssa.gov

Data Exchange Issues
Anastasia Collins, Data Exchange Liaison
Office of Data Exchange and International Agreements
Office of Data Exchange Policy Publications, International Negotiations
Office of Retirement and Disability Policy
6401 Security Boulevard, 4-B-9-F Annex Building
Baltimore, MD 21235-6401
Telephone: (410) 965-5413
Email: Anastasia.Collins@ssa.gov

Systems Security Information
Robert Muffoletto, Acting Division Director
Division of Compliance and Assessments
Office of Systems
Suite 3383 Perimeter East Building
6201 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-5248
Email: Robert.Muffuletto@ssa.gov

Agreement Information
Kwesi Morris, 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) 965-0088
Email: Kwesi.A.Morris@ssa.gov

B. CMS Contacts

Program Issues
David Wright, Director
Quality, Safety & Oversight Group Center for Clinical Standards and Quality
Centers for Medicare & Medicaid Services Mail Stop:
7500 Security Boulevard
Baltimore, MD 21244-1850
Telephone: (410) 786-2000
Email: David.Wright@cms.hhs.gov

Privacy and Agreement Issues
Barbara Demopulos, CMS Privacy Act Officer
Division of Security, Privacy Policy and Governance
Information Security and Privacy Group
Office of Information Technology
Centers for Medicare & Medicaid Services
7500 Security Boulevard
Location: N1-14-40
Baltimore, MD 21244-1850
Telephone: (443) 608-2200
Email: Barbara.Demopulos@cms.hhs.gov

XVII. APPROVAL

A. Social Security Administration

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

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

Michelle Christ Digitally signed by Michelle Christ
Date: 2024.08.20 10:41:26 -04'00'

_____ Date _____

Michelle Christ
Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

B. 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.

Approved by: (Signature of Authorized CMS Program Official)

David R. Wright -S

Digitally signed by David R. Wright -S
Date: 2024.10.03 09:56:21 -04'00'

_____ Date_____

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

C. Centers for Medicare & Medicaid Services Approving Official

The authorized approving 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.

Approved by: (Signature of Authorized CMS Approving Official)

Leslie Nettles -S Digitally signed by Leslie Nettles -S
Date: 2024.10.03 10:38:34 -04'00'

_____ Date_____

Leslie Nettles, Director
Division of Security, Privacy Policy, and Oversight, and
Senior Official for Privacy
Information Security Privacy Group
Office of Information Technology
Centers for Medicare & Medicaid Services

XVIII. DATA INTEGRITY BOARD APPROVALS

A. Social Security Administration Data Integrity Board Official

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

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: 2024.08.28 15:08:13 -04'00'

_____ Date_____

Matthew D. Ramsey
Executive Director
Data Integrity Board

B. 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, confirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits their respective organization to the terms of this agreement.

Cheryl R. Campbell -S Digitally signed by Cheryl R. Campbell -S
Date: 2024.10.17 11:41:26 -04'00' Date_____

Cheryl R. Campbell
Chairperson
Data Integrity Board
U.S. Department of Health and Human Services

Attachments:
A – Cost Benefit Analysis (CBA)
B – CMS Response File Layout
C – SSA Finder File Layout

Attachment A

Cost Benefit Analysis (CBA) for the Computer Matching Operation (Match #1094) between Social Security Administration (SSA) and the Department of Health and Human Services (HHS) Centers for Medicare and Medicaid Services (CMS) for Disclosure of Medicare Non-Utilization Information (Age 90 and above)

Study Objective

The purpose of this study is to determine the cost-effectiveness of the computer matching operation between SSA and HHS CMS.

Background

The purpose of this computer matching operation is for CMS to identify and disclose to SSA identifying data on simultaneously entitled SSA Title II beneficiaries and Medicare or veterans' health insurance/Tricare insurance enrollees, age 90 and above, whose Medicare or veterans' health insurance/Tricare insurance records have been inactive for three or more years. SSA uses this data as an indicator to select and prioritize cases for review to determine continued eligibility to SSA Title II benefits. SSA contacts these individuals to verify ongoing eligibility. SSA ceases benefit payments if we are unable to locate the beneficiary, determine them to be deceased, or find them to be ineligible for other program related reasons.

SSA refers specific cases of suspected fraud, waste, or abuse to the Office of the Inspector General (OIG) for investigation. Beginning in fiscal year (FY) 2020, SSA's Office of Anti-Fraud Programs (OAFP) is authorized to use this data for the purposes of fraud discovery and the analysis of fraud programs operations.

Study Methodology

This computer match generated 18,921 alerts in FY 2023. Field office (FO) employees completed work on 3,721 of these alerts. The Office of Data Exchange and International Agreements (ODXIA) sampled 371 alerts from the 3,721 completed by FOs. ODXIA analyzed the master beneficiary records (MBR) of these beneficiaries to determine the amount of recurring monthly benefits suspended or terminated due to death, whereabouts unknown, or other program related reasons.

In FY 2023, SSA only produced alerts for those identified as simultaneously entitled to SSA and Medicare. Therefore, this study does not address the benefits or costs involved with simultaneously entitled SSA and veterans' health insurance/Tricare insurance enrollees.

Key Element 1: Personnel Costs

For Agencies

- **Source Agency: CMS**
- **Recipient Agency: SSA**

  FO Alert Development

  The Office of Public Service and Operations Support (OPSOS) reported that the FOs/Processing Service Centers (PSCs) spent an average development time of 72.18 minutes to develop each Medicare Non-Utilization Project case. The total development costs for the 3,721 alerts were approximately **$457,253.**

  Overpayment Development and Recovery Processing

  SSA also incurred costs for incorrect payment development and recovery processing for cases identified with an overpayment. Although we only consider some of the overpayment cases recoverable for this analysis, all overpayment cases discovered required processing. The FY 2023 cost per overpayment case is $510.12. The total overpayment development costs for the 140 alerts are approximately **$71,417**.

- **Justice Agencies: N/A**

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

Key Element 2: Agencies' Computer Costs

For Agencies

- **Source Agency: CMS**
- **Recipient Agency: SSA**

  The Matching Agreement and Operation

  For this data exchange, the Office of Systems estimates the systems costs to be **$29,301**.

- **Justice Agencies: N/A**

For Clients: N/A

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

FY 2023 Interagency Agency Agreement Cost

The interagency agreement cost for this matching operation is **$7,385**, as determined by the Computer Matching Agreement.

We estimate that the total costs incurred in conducting this matching operation are **$565,356**.

The benefits realized from the development of the alerts from this matching operation include the detection and recovery of overpayments and the avoidance of future overpayments through the suspension or termination of recurring monthly payments.

Key Element 3: Avoidance of Future Improper Payments

To Agencies

- **Source Agency: CMS**

- **Recipient Agency: SSA**

  Alerts for Living Beneficiaries

  Based on analysis of the sample, we estimate FO review of the 3,721 cases resulted in a **suspension** of the recurring monthly payment amounts in 4.3 percent or 160 cases. The average suspended monthly payment amount was $1,575. The total projected suspended monthly payment amount was $252,068. If the match had not occurred, we assume this incorrect payment would have continued for at least six additional months. Therefore, the estimated savings by preventing erroneous future monthly payments would be approximately $**1,512,406**.

  Death of Beneficiary Discovered by Project

  While conducting the match, we discovered that some of the beneficiaries are deceased. FO development of these cases resulted in the **termination** of the recurring monthly payment amounts in about 5.9 percent of the sample cases, or 220 of the total cases the FO reviewed. The average terminated monthly payment amount was $1,437, bringing the projected total payment to $316,247. If the match had not occurred, we assume this incorrect payment would have continued for 6 additional months and totaled approximately **$1,897,482.**

- **Justice Agencies: N/A**

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

Key Element 4: Recovery of Improper Payments and Debts

To Agencies

- **Source Agency: CMS**

- **Recipient Agency: SSA**

  Our analysis of the sample found overpayments in 4.57% of the cases, so we estimate a total of 170 cases with the average overpayment amount totaling $4,086 and the total overpayment totaling $694,624. If the match had not occurred, we assume this incorrect payment would have continued for at least six additional months. Of the cases sampled, **100%** of the overpayments were to deceased beneficiaries. We made the conservative assumption that recovery of overpayments from deceased beneficiaries is highly unlikely; therefore, we did not include an estimate of past overpayments recovered from the deceased cases in the calculation of benefits. As a result, for FY 2023, no recovered improper payments are quantified.

- **Justice Agencies: N/A**

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

Conclusion

The benefits to the United States Treasury and the Retirement Survivors Disability Insurance Trust Funds of this matching operation are the recovery of retroactive overpayments and the correction of those cases where there is a suspension or termination of the monthly benefit payments and the prevention of future overpayments. The benefits of this matching operation were **$3,409,888** with costs of **$565,356**, resulting in a benefit-to-cost ratio of **6.03** to **1.**

This analysis demonstrates that the matching operation is cost effective. Accordingly, we recommend the continuance of this matching activity.

CBA for the Computer Matching Operation (Match #1094) Between SSA and HHS CMS for Disclosure of Medicare Non-utilization Information (ages 90 and above)

Number of Alerts Completed in FY 2023 (Universe):		3,721
Number of Sample Alerts by ODX		372
Benefits		
LIVING:		
Retroactive Overpayments		
Percent of Records with Retroactive Overpayments		
Number of Alerts with Overpayments (Projected)		0
Total Overpayment	$	0
Average Overpayment	$	0
Total Overpayment (Projected)	$	0
Amount Expected to Recover (85%)		**$0**
UTL Suspension of Monthly Payment Amount		
Percent of Match with Suspension of Monthly Payment		4.30%
Number of Cases with Suspension of Monthly Payment		16
Number of Cases with Suspension of Monthly Payment (Projected)		160
Total Suspension of Ongoing Monthly Payment	$	25,197
Average Suspended Monthly Payment Amount	$	1,575
Total Suspension of Ongoing Monthly Payment (Projected)	$	252,068
Projected for 6 months		**$1,512,406**
DECEASED:		
Termination of Monthly Payment Amount		
Percent of Alerts with Termination of Monthly Payment		5.91%
Number of Alerts with Terminated Payments		22
Number of Alerts with Terminated Payments (Projected)		220
Total Amount of Terminated Ongoing Monthly Payments	$	29,192
Average Terminated Monthly Payment Amount	$	1,437
Total Amount of Terminated Ongoing Monthly Payments (Projected)	$	316,247
Projected for 6 months		**$1,897,482**
Total Benefits		**$3,409,888**

Costs		
IAA	$	7,385
Systems Costs (Office of Systems, Budget staff)	$	29,301
PSC/Field Office Alert Development Costs	$	457,253
Overpayment Development/Recovery Processing Costs	$	71,417
Total Costs		**$565,356**
Benefit to Cost Ratio:		**6.03: 1**

Attachment B

CMS Response File Layout

C. CMS Response File (OLBG.BTO.MNUPRSP.CMS.RMMYYYY) **CMS sends this file to SSA. It contains all beneficiaries and identifies the matched beneficiaries on their database.**				
Data Element Name	**Tag Name**	**Data Position**	**Data Length**	**Comments**
CMS File Number	HICN	1-11	11	SSA's CAN/BIC
Matched Beneficiary	MBY	12	1	Values: Y-Matched N-No match
Medicare Used in Last 3 Years	MED	13	1	Values: Y-Used N-Not used
Health Maintenance Organization	HMO	14	1	Values: Y-Has HMO N-No HMO
Nursing Home	NHM	15	1	Values: Y- Lives in Nursing Home N – Not in Nursing Home
Private Health Insurance	PRHI	16	1	Values: Y – Has Private Health Insurance N – No Private Health Insurance
VA	VA	17	1	Values: Y- Has VA Coverage

				N – No VA Coverage
TRICARE	TRIC	18	1	Values: Y – Has Tricare N – No Tricare
Filler		19-30	12	Spaces for Potential Future Use

Attachment C

SSA Finder File Layout

Data Element Name	Tag Name	Data Position	Data Length	Comments
CMS File Number	HICN	1-11	11	SSA's CAN/BIC
Date of Birth	DOB	12-19	08	CCYYMMDD
Beneficiary Given Name	BGN	20-39	20	First name
Beneficiary Last Name	BLN	40-59	20	
Filler		60-100	41	Spaces