

**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. 2023-05
HHS Match No. 2309

Effective Date – December 20, 2023
Expiration Date – June 19, 2025

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 CMS' Long-Term Care Minimum Data Set System Number 09-70-0528 (LTC/MDS), as defined below. SSA will use this information to administer the Supplemental Security Income (SSI) program efficiently and to identify Special Veterans' Benefits (SVB) beneficiaries who are no longer residing outside of the United States.

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.

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 transaction is the Economy Act, 31 U.S.C. § 1535.

C. Definitions

For purposes of this Agreement, the following definitions apply:

1. “CMS” means the Centers for Medicare & Medicaid Services;
2. “Nursing care facilities” means skilled nursing facilities (SNFs), nursing facilities (NFs), and SNFs/NFs, as defined at 42 CFR § 483.5;
3. “OMB” means the Office of Management and Budget;
4. “SOR” means system of records;
5. “SSA” means the Social Security Administration;
6. “SSI” means Supplemental Security Income;
7. “SVB” means Special Veterans’ Benefit.

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 amount of SSI benefits that an eligible individual may receive, or that an eligible spouse may receive when that eligible individual is a patient in a medical treatment facility and receiving payments throughout the entirety of a given month under a State plan approved under Title XIX of the Act, or that certain eligible children who are receiving payments under any health insurance policy issued by a private provider may receive. CMS' admission and discharge data will help SSA enforce this provision and potentially reduce the number of incorrect payments (overpayments/underpayments). Using the information provided under this agreement by 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 \$122,849,192. We project the total costs of conducting the matching program including recovery of detected overpayments to be \$20,260,741 per year. The actual savings to the United States Treasury make this matching operation cost effective with a benefit to cost ratio of 6.063 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. SSA will provide CMS with a finder file on a monthly basis, which will be extracted from data maintained pursuant to SSA's Supplemental Security Income Record and Special Veterans Benefits, System No. 60-0103, last fully published at 71 Federal Register (FR) 1830 (January 11, 2006), and amended at 72 FR 69723 (December 10, 2007), 83 FR 31250-31251 (July 3, 2018), and at 83 FR 54969 (November 1, 2018). 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 FR 12801 (March 19, 2007), as amended at 78 FR 23938 (April

23, 2013), 78 FR 32257 (May 29, 2013), and 83 FR 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.

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 and CMS will comply with the requirements of the Federal Information Security Management Act (FISMA) of 2002, as amended by the Federal Information Security Modernization Act of 2014 (44 U.S.C. Chapter 35, Subchapter II); related OMB circulars and memoranda, such as Circular A-130, Managing 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. Each agency is responsible for oversight and compliance of its contractors and agents.

A. Loss Reporting

If either SSA or CMS experiences an incident involving the loss or breach of PII (whether in electronic or paper form) provided by the other agency under the terms of this agreement, it 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 and the agency's privacy office). In addition, the agency experiencing the incident 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., if 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' 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.

B. Breach Notification

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

C. Administrative Safeguards

Each agency will restrict access to the data matched and to any data created by the match to only those users at its agency (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, each agency 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

Each agency 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

Each agency 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 agency's 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

Each agency will adopt policies and procedures to ensure that it uses the information contained in its records or obtained from the other agency solely as provided in this agreement. SSA and CMS will comply with its 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 to share information. NIST SP 800-37 indicates 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 when required by Federal law or under this agreement. 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.

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

As provided in 31 U.S.C. § 716, the Government Accountability Office (Comptroller General) may have access to all CMS and SSA data it deems 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. The SSA interagency agreement (IAA) number, as identified in FS Form 7600A and FS Form 7600B, will be cited on all IPAC submissions.

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. Each party will sign Form FS 7600B on or before the commencement of the applicable fiscal year. Both parties must approve modified Forms FS 7600A and FS 7600B if actual costs exceed the estimated cost. Accordingly, attached to, and made a part of this agreement, are executed Forms FS 7600A and FS 7600B that provide the authorization for CMS to perform services under this agreement in Fiscal Year 2024.

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 December 20, 2023 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 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 eighteen (18) months.

C. Renewal

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

1. The matching program will be conducted without change; and
2. The matching program has been conducted in compliance with the original agreement.

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

D. Modification

SSA and CMS may make mutually agreeable non-significant modifications to this agreement at any time by a written modification, agreed to by both agencies and approved by the DIB of each agency, and in accordance with Federal law.

E. Termination

The agencies may terminate this agreement at any time with the consent of both agencies. Either agency may unilaterally terminate this agreement upon written notice to the other agency requesting termination, in which case the termination shall be effective 90 days after the date of such notice, or at a later date 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, Attachments 1 through 3, and the accompanying Forms FS 7600A and FS 7600B as referenced in article XII, constitute the entire agreement of the parties with respect to its subject matter and supersede all other data exchange agreements between CMS and SSA that pertain to the disclosure of the specified CMS records on nursing care facility admission and discharge information. There have been no representations, warranties, or promises made outside of this agreement with respect to the subject matter of this agreement. This agreement will take precedence over any other documents that may be in conflict with it.

XVI. DISPUTE RESOLUTION

Disputes related to this agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM), Volume I, Part 2, Chapter 4700, Appendix 5, *Intragovernmental Transaction Guide*.

XVII. PERSONS TO CONTACT

A. SSA Contacts

Computer Systems Issues

Angil Escobar, Branch Chief

DDE/Verifications and Exchanges Analysis Branch of

Office of Enterprise Information Systems
 Office of Systems
 Social Security Administration
 6401 Security Boulevard, 3-F-3 Robert M. Ball Building
 Baltimore, MD 21235
 Telephone: (410) 965-7213
 Fax: (410) 966-3147
 Email: Angil.Escobar@ssa.gov

System Security Operations Issues/Information Security Issues

Jennifer Rutz, Director
 Division of Compliance and Assessments
 Office of Information Security
 Office of Systems
 Social Security Administration
 Suite 3383 Perimeter East Building
 6201 Security Boulevard
 Baltimore, MD 21235
 Telephone: (410) 966-8253
 Email: Jennifer.Rutz@ssa.gov

Agreement Issues

Marcia O. Midgett, Government Information Specialist
 Electronic Interchange & Liaison Division
 Office of Privacy & Disclosure
 Office of the General Counsel
 Social Security Administration
 6401 Security Boulevard, G-401 WHR
 Baltimore, MD 21235
 Telephone: (410) 966-3219
 Email: Marcia.O.Midgett@ssa.gov

Office of Data Exchange Liaison

Andrea Warren, Project Coordinator
 Office of Data Exchange, Policy Publications, and International Negotiations
 Office of Retirement and Disability Policy
 6401 Security Boulevard
 Baltimore, MD 21235
 Telephone: (410) 966-5642
 Email: Andrea.Warren@ssa.gov

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)
7500 Security Boulevard
Baltimore, MD 21244-1850
Telephone: (410) 786-7123
Email: Dovid.Chaifetz@cms.hhs.gov

Program Issues

Stacy Cole
Division of Chronic and Post Acute Care
Quality Measurement and Value-Based Incentives Group
Center for Clinical Standards and Quality
Mailstop: S3-02-01
7500 Security Boulevard
Baltimore, MD 21244-1850
Telephone: (410) 786-7502
Email: Stacy.Cole@cms.hhs.gov

Privacy and Agreement Issues

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

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 signatory agrees that the signature they provide has the same meaning and legal validity and effect as a handwritten signature.

A. Social Security Administration

Michelle Christ Digitally signed by Michelle Christ
Date: 2023.08.17 12:40:30 -04'00' Date _____

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

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: 2023.09.15 11:22:44 -04'00' Date _____

Matthew D. Ramsey
Chairperson
Data Integrity Board
Office of Privacy and Disclosure
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 B. Schreiber -S Digitally signed by Michelle B.
Schreiber -S
Date: 2023.08.09 15:01:01 -04'00' Date _____
Michelle Schreiber, Director
Quality Measurement and Value-Based Incentives Group
Center for Clinical Standards and Quality

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.

Leslie Nettles -S

Digitally signed by Leslie Nettles -S
Date: 2023.08.11 09:07:13 -04'00'

Date _____

Leslie Nettles, Acting Director
Division of Security, Privacy Policy, and Oversight
Senior Official for Privacy
Information Security and Privacy Group
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.

Cheryl R. Campbell -S Digitally signed by Cheryl R. Campbell
-S
Date: 2023.09.28 15:23:55 -04'00' Date _____

Cheryl Campbell
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

**Cost Benefit Analysis for
Computer Matching Agreement (CMA) between
Social Security Administration (SSA) Supplemental Security Record (SSR) and the Centers
for Medicare and Medicaid Services (CMS) Minimum Data Set (MDS) (Match #1076)**

Match Objective

The objective of this report is to determine the cost-effectiveness of the SSR/CMS matching operation, which identifies Supplemental Security Income (SSI) recipients' unreported admissions to nursing care facilities, including Skilled Nursing Facilities (SNF), Nursing Facilities (NF) and dual facilities (SNF/NF) and Special Veterans' Benefits (SVB) recipients who are no longer residing outside of the United States (U.S).

Background

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

SSA assigns a special federal living arrangement (FLA) code to an individual who lives in a public or private medical institution throughout a month, and Medicaid is paying more than 50 percent of the cost of the individual's care. Effective December 1996, this special FLA also applies to a child, who is under age 18, in a medical care facility in which private insurance (or a combination of private insurance and Medicaid) pays over half the cost of care.

On December 14, 1999, Congress enacted into law PL 106-169 (the "Foster Care Independence Act of 1999"). One of its provisions created a new benefit program, Special Benefits for Certain World War (WW) II Veterans, in a new title VIII of the Social Security Act. Under this program, certain WW II veterans who are eligible for SSI benefits may be entitled to a Special Veterans Benefits (SVB) for each month they are qualified and reside outside the U.S. on the first day of the month. Public Law 106-169 (the Foster Care Independence Act of 1999) amended section 1147(a) of the Social Security Act to provide discretionary authority for the recovery of SSI overpayments from SVB. An overpayment results when the total SVB a person receives for a period exceeds the total SVB payable for that period.

To detect unreported admissions to Title XIX institutions and SVB recipients who are no longer residing outside of the U.S., each month, the Office of Systems (Systems) produces a finder file of all SSI recipients that are receiving a payment. CMS matches this finder file to the LTC/MDS and returns a file of records that matched. After comparing admission and discharge dates for all recipients on the returned CMS file, Systems generates alerts for FO development for all cases

where the recipient was in a nursing care facility for a full calendar month and the special FLA was not already on the SSR. In addition, Systems generates alerts if the dates of admission and discharge are blank.

Methodology

The Office of Data Exchange and International Agreements (ODXIA) analyzed the SSRs of 475 randomly selected alerts completed by the FOs in fiscal year (FY) 2022. The analysis determined the amount of change in the recurring monthly payment and/or the amount of overpayment/underpayment attributable to the detection of unreported admissions to a nursing care facility. The findings from this analysis reflect the results from the FO development of the 475 alerts projected to the universe of 92,315 alerts worked nationwide by the FOs in FY 2022.

COSTS

The total cost for this matching operation is \$20,260,741.

Key Element 1: Personnel Costs

For Agencies –

- **Source Agency – CMS –** To be completed by CMS, as necessary
- **Recipient Agency – SSA**

Using an average estimated FO development time of 114.39 minutes per alert, the FO development costs for the 92,315 alerts completed during FY 2022 were \$17,632,165.

In addition, SSA incurs costs in incorrect payment development and recovery processing for the 39,695 cases identified with an overpayment. The FY 2022 cost per case of this development, established by the Division of Cost Analysis in the Office of Financial Policy and Operations, is \$64.96. Using \$64.96 for each overpaid recipient, the total additional development and recovery costs is **\$2,578,616**.

The total personnel costs incurred in the conduct of this matching operation, the development of alerts and overpayment recovery processing was \$20,210,781.

- **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)-** To be completed by CMS, as necessary
- **Recipient Agency – SSA**

For this data exchange in FY 2022, the Office of Systems reported estimated systems costs of **\$9,960**.

- **Justice Agencies – N/A**

Interagency Agreement Cost

The FY 2022 interagency agreement cost for this computer matching operation is **\$40,000**.

BENEFITS

The total FY 2022 benefit for this matching operation is \$122,849,192.

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

There were no underpayments or increase in monthly payments, and there were no SVB overpayments.

Key Element 3: Avoidance of Future Improper Payments

To Agencies –

- **Source Agency – N/A**
- **Recipient Agency – SSA**

Development of the match alerts also resulted in a decrease in the recurring monthly payment in 43 percent of the sample cases. The average monthly decrease was about \$309. If the match had not occurred, we assume that this incorrect payment would have continued for eight additional months. Therefore, the estimated savings in future monthly payments would be approximately **\$98,207,964** when projected to the universe of alerts completed in FY 2022.

- **Justice Agencies – N/A**

For Clients – N/A

For Third Parties – N/A

For the General Public – N/A

Key Element 4: Recovery of Improper Payments and Debts

To Agencies –

- **Source Agency - N/A**
- **Recipient Agency – SSA**

ODXIA found overpayments in approximately 43 percent of the 475 sample cases. The average overpayment was \$2,069. Projecting these results to the universe of alerts completed in FY 2022, we estimate that 39,695 cases involve overpayments, totaling approximately \$82,137,428. We use an average historical recovery rate of 30 percent, for overpayment cases in which the recipient was still residing in the nursing care facility at the time of alert development, resulting in \$24,641,228 in overpayment recoupment. We base the 30 percent recovery rate on a conservative assumption that the historical rate of overpayment recovery from recipients in this living arrangement would be unlikely. Thus, the total estimated savings from the recovery of overpayments is \$24,641,228.

- **Justice Agencies – N/A**

For Clients – N/A

For Third Parties – N/A

For the General Public – N/A

CONCLUSION

The benefit to the United States Treasury of this matching operation is the correction of those cases where there is a decrease in the monthly payment amount and the recovery of detected overpayments, which total about **\$122,849,192**. We project the total costs to be \$20,260,741. These actual savings to the United States Treasury make this matching operation cost effective with a benefit to cost ratio of **6.063 to 1**. Accordingly, we recommend the continuance of this matching activity.

Attachment 2 – SSA Finder File

RECORD DESCRIPTION AND LAYOUT

FILE NAME: SSA Finder File

DATE: March 6, 1998

RECORD LOCATION	FIELD NAME	SIZE
1 - 4	Record Length (Constant "0162")	4
5 - 13	SSR Housed Under Number	9
14 - 22	SSR Social Security Number	9
23 - 24	State Code	2
25 - 27	SSR Field Office Code	3
28 - 47	SSR Last Name	2 0
48 - 57	SSR Given Name	1 0
58	SSR Middle Initial	1
59 - 66	SSR Date of Birth (MD)	8
67	SSR Sex Code	1
68 - 75	Date of SSI Eligibility	8
76	SSR Current Federal Living Arrangement Code	1
77 - 78	Number of Months for which MDS data is requested (01 – 12) ¹	2

¹ Indicates the number of months for which LTC/MDS data is requested. This field will be followed by 01-12 occurrences (depending on the number of months requested with blanks for the months for which data are not requested) of first, FLA codes (1 position),

79	Federal Living Arrangement Code for the current month minus 12	1
80	Federal Living Arrangement Code for the current month minus 11	1
81	Federal Living Arrangement Code for the current month minus 10	1
82	Federal Living Arrangement Code for the current month minus 9	1
83	Federal Living Arrangement Code for the current month minus 8	1
84	Federal Living Arrangement Code for the current month minus 7	1
85	Federal Living Arrangement Code for the current month minus 6	1
86	Federal Living Arrangement Code for the current month minus 5	1
87	Federal Living Arrangement Code for the current month minus 4	1
88	Federal Living Arrangement Code for the current month minus 3	1
89	Federal Living Arrangement Code for the current month minus 2	1
90	Federal Living Arrangement Code for the current month minus 1	1
91 - 93	Payment Status Code for the current month minus 12	3
94 - 96	Payment Status Code for the current month minus 11	3
97 - 99	Payment Status Code for the current month minus 10	3

then, followed by 01-12 occurrences of the Payment Status Code (3 positions), and next, 01-12 occurrences of the Institutionalization Month Code 1, 2, or 3 (3 positions).

100 - 102	Payment Status Code for the current month minus 9	3
103 - 105	Payment Status Code for the current month minus 8	3
106 - 108	Payment Status Code for the current month minus 7	3
109 - 111	Payment Status Code for the current month minus 6	3
112 - 114	Payment Status Code for the current month minus 5	3
115 - 117	Payment Status Code for the current month minus 4	3
118 - 120	Payment Status Code for the current month minus 3	3
121 - 123	Payment Status Code for the current month minus 2	3
124 - 126	Payment Status Code for the current month minus 1	3
127 - 129	INST- Month 1, 2, 3 Code for the current month minus 12	3
130 - 132	INST- Month 1, 2, 3 Code for the current month minus 11	3
133 - 135	INST- Month 1, 2, 3 Code for the current month minus 10	3
136 - 138	INST- Month 1, 2, 3 Code for the current month minus 9	3
139 - 141	INST- Month 1, 2, 3 Code for the current month minus 8	3
142 - 144	INST- Month 1, 2, 3 Code for the current month minus 7	3
145 - 147	INST- Month 1, 2, 3 Code for the current month minus 6	3
148 - 150	INST- Month 1, 2, 3 Code for the current month minus 5	3
151 - 153	INST- Month 1, 2, 3 Code for the current month minus 4	3
154 - 156	INST- Month 1, 2, 3 Code for the current month minus 3	3
157 - 159	INST- Month 1, 2, 3 Code for the current month minus 2	3
160 - 162	INST- Month 1, 2, 3 Code for the current month minus 1	3

Attachment 3 – CMS LTC/MDS Response File

RECORD DESCRIPTION AND LAYOUT

FILE NAME: CMS LTC/MDS Response File

RECORD LOCATION	FIELD NAME	SIZE
1 - 162	MDS Finder File	162
163 - 164	Number of CMS Resident Record Segments (01 - 10)	2
165 - 166	MDS Assessment Type	2
167 – 175	MDS Social Security Number	9
176 - 193	MDS Last Name	18
194 - 205	MDS First Name	1 2
206	MDS Middle Initial	1
207 - 209	MDS Suffix (Name)	3
210 - 217	MDS Date of Birth	8
218	MDS Gender (Sex)	1
219 - 226	Date of Entry (MD)	8
227 - 234	Discharge Date (MD)	8
235 - 242	Re-entry Date (MD)	8
243 - 250	Assessment Effective Date (MD)	8
251	Expected Length of Stay	1
252	Current Payment Source - Med	1

253	Current Payment Source - Med	1
254	Current Payment Source - Med	1
255	Current Payment Source - Med	1
256	Current Payment Source - CHA	1
257	Current Payment Source - VA	1
258	Current Payment Source - Self	1
259	Current Payment Source - Med	1
260	Current Payment Source - Priv	1
261	Current Payment Source – Oth	1
262 - 263	State Code	2
264 - 279	Unique Facility ID Code	1 6
280 - 309	Facility Name	3 0
310 - 359	Facility Address	5 0
360 - 379	Facility City	2 0
380 - 381	Facility State	2
382 - 392	Facility Zip Code	1 1
393 - 405	Facility Telephone Number	1 3