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. 2018-05
HHS Match No. 1812

Effective Date: December 6, 2018
Expiration Date: June 5, 2020

I. PURPOSE

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

Section 1631(f) of the Social Security Act (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.

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

II. LEGAL AUTHORITY

This CMA between SSA and CMS is executed pursuant to the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act

(CMPPA) of 1988 (Pub. L. 100-503) and the regulations promulgated thereunder. CMS disclosures under this CMA constitute a matching program as defined by the Privacy Act, 5 U.S.C. § 552a(a)(8), and will be conducted in accordance with applicable requirements and other relevant provisions of the Privacy Act.

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

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

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

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

III. DEFINITIONS

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

"MDS" means CMS' Long-Term Care Minimum Data Set system of records (LTC/MDS 09-70-0528).

"Medicaid" means the program of medical assistance established under Title XIX of the Act.

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

"Special Veteran's Benefits" (SVB) program means the benefit program effective

December 14, 1999 under Title VIII of the Act.

IV. 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 CMA. This SOR contains admission and discharge data on certain nursing care facilities. 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 to enable SSA to determine SSI recipients' amount of benefits or eligibility for benefits, by identifying individuals who did not report their admission to a nursing care facility as required by applicable provisions of the Act. The nursing care facility admission and discharge data disclosed will also help SSA determine if an SVB recipient has returned to the United States.

B. SSA Responsibilities

1. SSA, as the recipient agency, will provide Congress and the Office of Management and Budget (OMB) with a notice of this computer matching program and will publish the required matching notice in the Federal Register. 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 CMA. The finder file will contain the name and Social Security number (SSN) of SSI and SVB beneficiaries, and the data elements listed in Attachment 2.

3. SSA will use the information obtained by CMS under this CMA to identify SSI recipients who did not report their admission to a nursing care facility as required under the Act and to identify SVB beneficiaries who are no longer residing outside of the United States.

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

   a. Will remove/destroy patient-identifiable information at the earliest

opportunity, in accordance with this CMA; and

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

V. JUSTIFICATION AND ANTICIPATED RESULTS

A. Justification

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

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

B. Anticipated Results

The estimated benefit of this matching operation equates to $105,653,136. The benefit includes the correction of those cases in which there is a decrease in the monthly payment amount and the recovery of detected overpayments, as well as the correction of cases that result in retroactive SSI underpayments. The SSA projected costs for this computer matching program will total approximately $24,787,959. The estimated savings should make this matching operation cost effective, with a benefit to cost ratio of 4.26:1. See the attached Cost Benefit Analysis (Attachment 1).

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

VI. DESCRIPTION OF RECORDS TO BE MATCHED

A. System 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, SOR 60-0103, last fully published on January 11, 2006 (71 Fed. Reg. 1830), and amended on December 10, 2007 (72 Fed. Reg. 69723). The SOR contains routine uses to allow the disclosures under this CMA.

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

B. Specified Data Elements Used in the Match

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

C. Number of Records

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

CMS will provide a response file for 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

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.

VII. NOTICE PROCEDURES

A. Applicants/Enrollees

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

B. Recipients

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

C. Federal Register Publication

SSA will provide notice of the matching program through a Federal Register notice.

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

VIII. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST FINDINGS

A. Verification Procedures

SSA will take no adverse action regarding applicants/recipients identified through the matching process solely based on the information that SSA obtains from the computer matching program. SSA will 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 sections 1611(e)(1)(B) of the Act (42 U.S.C. § 1382(e)(1)(B)) and section 801 of the Act (42 U.S.C. § 1001).

B. Notice and Opportunity to Contest Findings

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

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

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

IX. PROCEDURES FOR RETENTION AND TIMELY DESTRUCTION OF IDENTIFIABLE RECORDS

SSA and CMS will only retain the electronic files received from the other agency under this CMA for 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 retire the records in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

SSA or CMS will not create permanent files or a separate system comprised solely of the data provided by the other agency.

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

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 A-130, *Managing Information as a Strategic Resource* (July 28, 2016); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this CMA. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize, and will implement, the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this CMA.

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 CMA, 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 CMA. 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 Systems Security Contact within one hour, SSA will contact CMS' security contact information at 1-800-562-1963.

B. Breach Notification

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

C. Administrative Safeguards

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

D. Physical Safeguards

SSA and CMS will store the data matched and any data created by the match in an area that is physically and technologically secure from access by unauthorized persons at all times (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 will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies' systems. SSA and CMS will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

F. Application of Policies and Procedures

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

G. Security Assessment

NIST Special Publication 800-37, Revision 1, 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 CMA.

XI. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

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

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

B. SSA and CMS will use and access the data only for the purposes described in this CMA.

C. SSA and CMS will not use the data to extract information concerning the individuals described therein for any purpose not stated in this CMA.

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

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

whom, and the reasons that justify such duplication or dissemination.

XII. RECORDS ACCURACY ASSESSMENTS

SSA does not have an accuracy assessment specific to the data elements listed in Attachment 2. However, SSA conducts periodic, statistically valid, stewardship reviews (see SSA's *Fiscal Year 2016 Title XVI Payment Accuracy Report, August 2017*), in which the data elements listed in Attachment 2 are included as items available for review and correction. SSA quality reviewers interview the selected SSI recipients and representative payees and redevelop the non-medical factors of eligibility to determine whether the payment was correct. Based on the available study results for the SSI database, we have a reasonable assurance that SSA's accuracy assumptions of a 95% confidence level for the data elements listed in Attachment 2.

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

XIII. COMPTROLLER GENERAL ACCESS

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 CMA.

XIV. REIMBURSEMENT

All work performed by CMS in accordance with this CMA 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 CMA. Transfers of funds will be by means of the IPAC (Intra-Governmental Payment and Collection) system. The SSA interagency agreement (IAA) number, as identified in the Form SSA-429 will be cited on all IPAC submissions.

This CMA does not authorize SSA to incur obligations for payment of funds. SSA authorizes the obligation of funds only by execution of Form SSA-429, Interagency Agreement Data Sheet. Accordingly, accompanying this CMA is an executed Form SSA-429 that provides authorization for SSA to pay for services under this CMA in fiscal year (FY) 2018. Since this CMA 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 CMA. 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 2018 is subject to the availability of funds.

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

XV. DURATION OF AGREEMENT

A. Effective Date

The effective date of this CMA is December 6, 2018, 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 SSA published notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(12).

B. Duration

This CMA will be in effect for a period of 18 months, expiring on June 5, 2020.

C. Renewal

The CMS' and SSA's Data Integrity Boards (DIB) may, within three months prior to the expiration of this CMA, renew this CMA 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 CMA.

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 CMA.

D. Modification

SSA and CMS may modify this CMA 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 CMA at any time with the consent of both agencies. Either agency may unilaterally terminate this CMA 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 CMA or terminate this CMA if either party:

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

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

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

XVI. INTEGRATION CLAUSE

This CMA, Attachments 1 through 3, and Form SSA-429 as referenced in article XIV constitute the entire agreement of the parties with respect to its subject matter and supersedes all other data exchange agreements between CMS and SSA that pertain to the disclosure of the specified CMS records on nursing care facility admission and discharge information. There have been no representations, warranties, or promises made outside of this CMA with respect to the subject matter of this CMA. This CMA will take precedence over any other documents that may be in conflict with it.

XVII. DISCLAIMER

CMS is not liable for any damages or loss resulting from errors in information provided to SSA under this CMA. 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.

XVIII. DISPUTE RESOLUTION

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

XIX. PERSONS TO CONTACT

A. SSA contacts are:

Systems Issues

Michelle J. Anderson, Branch Chief
Division of Business Intelligence, Analytics and Exchange/DEVB
Office of IT Programmatic Business Support
Office of Systems
Social Security Administration
6401 Security Boulevard, 3-D-1 Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 965 5943
Fax: (410) 966-3147
Email: Michelle.J.Anderson@ssa.gov

Security Operations Issues

Information Security Issues - Office of Information Security
Jennifer Rutz, Director
Office of Information Security
Division of Compliance and Assessments
Suite 3208 Annex
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-8253
Email: Jennifer.Rutz@ssa.gov

Agreement Issues

Norma Followell, Supervisory Team Lead
Office of Privacy and Disclosure
Office of the General Counsel
6401 Security Boulevard, G-401 WHR
Social Security Administration
Baltimore, MD 21235
Telephone: (410) 965-50806
Email: Norma.Followell@ssa.gov

Office of Data Exchange Liaison

Leechelle Harrison, Project Coordinator
Office of Data Exchange
Office of Data Exchange and Policy Publications
6401 Security Boulevard, 4-C-8B Annex Building
Baltimore, MD 21235
Telephone: (410) 966-0308
Email: Leechelle.Harrison@ssa.gov

B. CMS contacts are:

System Issues

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

Privacy and Systems Security Issues

Walter Stone
CMS Privacy Officer
Division of Security, Privacy Policy & Governance
Information Security & Privacy Group
Office of Information Technology
Centers for Medicare & Medicaid Services
Mail-Stop N1-14-56
7500 Security Boulevard
Baltimore MD 21244-1850
Telephone: (410) 786-5357
Email: Walter.Stone@cms.hhs.gov

Agreement Coordination Issues

Barbara Demopulos
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: (410) 786-6340
Email: Barbara.Demopulos@cms.hhs.gov

XX. SIGNATURES

SOCIAL SECURITY ADMINISTRATION

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

Monica Chyn
Acting Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

Date 8/13/18

SOCIAL SECURITY ADMINISTRATION DATA INTEGRITY BOARD

Mary Ann Zimmerman, Acting Chair
Data Integrity Board

Date 8/29/18

B. Centers for Medicare & Medicaid Services Approving Official

The authorized approving 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 his respective organizations to the terms of this Agreement.

Approved By (Signature of Authorized CMS Approving Official)	
Kevin Allen Dorsey, Deputy Director **Information Security & Privacy Group, and** **Deputy Chief Information Security Officer** **Office of Information Technology** **Centers for Medicare & Medicaid Services**	**Date:** 07/31/2018

HEALTH AND HUMAN SERVICES DATA INTEGRITY BOARD

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.

Approved by (Signature of Authorized HHS DIB Official)	
Scott W. Rowell Assistant Secretary for Administration HHS Data Integrity Board Chairperson U.S. Department of Health and Human Services	**Date:** 10/11/18