

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**DATA INTEGRITY BOARD**

**CERTIFICATION OF BOARD ACTION**

**Title:** "Disclosure of Enrollment and Eligibility Information for Military Health System Beneficiaries who are Medicare Eligible"

**Identifier:** HHS #1603

**PARTIES TO THE AGREEMENT:**

**Recipient:** Department of Defense (DoD), Defense Manpower Data Center (DMDC)

**Source:** Centers for Medicare & Medicaid Services (CMS)

**PURPOSE OF THE AGREEMENT:**

The purpose of this agreement is to establish the conditions, safeguards and procedures under which CMS will disclose Medicare enrollment information to DoD, DMDC, Defense Enrollment Eligibility Reporting System (DEERS), and the Office of the Assistant Secretary of Defense (Health Affairs) / Defense Health Agency (DHA). The disclosure by CMS will provide DHA with the information necessary to determine if Military Health System (MHS) beneficiaries (other than dependents of active duty personnel), who are Medicare eligible, are eligible to receive continued military health care benefits. This disclosure will provide DHA with the information necessary to meet the Congressional mandate outlined in legislative provisions in the National Defense Authorization Act(s) (NDAA) listed below.

Current law requires DHA to discontinue military health care benefits to MHS beneficiaries who are Medicare eligible when they become eligible for Medicare Part A unless they are enrolled in Medicare Part B. In order for DHA to meet the requirements of current law, CMS agrees to disclose certain Part A and Part B enrollment data on this dual eligible population, which will be used to determine a beneficiary's eligibility for care under CHAMPUS/TRICARE.

**Conditions of Approval:**

There are no special conditions to approval of this agreement.

**Action:**

As Chairperson of the Data Integrity Board, I hereby certify Board approval of this computer matching agreement.

4/19/16  
Date

Colleen Barros  
Colleen Barros  
Chairperson, HHS Data Integrity Board

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMPUTER MATCHING AGREEMENT REVIEW  
DECISION OF THE DATA INTEGRITY BOARD**

**SUBMITTING AGENCY:** Centers for Medicare & Medicaid Services

**TITLE:** "Disclosure of Enrollment and Eligibility Information for Military Health System Beneficiaries who are Medicare Eligible", HHS Match #1603

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Current law requires DHA to discontinue military health care benefits to MHS beneficiaries who are Medicare eligible when they become eligible for Medicare Part A unless they are enrolled in Medicare Part B. In order for DHA to meet the requirements of current law, CMS agrees to disclose certain Part A and Part B enrollment data on this dual eligible population, which will be used to determine a beneficiary's eligibility for care under CHAMPUS/TRICARE. DEERS will receive the results of the computer match and provide the information to DHA for use in its matching program.

**BOARD MEMBER ACTION:**

Based on review of this matching agreement with respect to meeting the requirements of the Computer Matching and Privacy Protection Act, I am taking the following action:

I conditionally approve the agreement subject to the signature of all parties without substantive change to the agreement.

I disapprove the agreement.

I request a meeting of the Board before I render my decision.

DATE: 4/14/16

Member: Daniel R. Levinson

Representing (ASPA/IG): \_\_\_\_\_

Please complete and return to Karen Ballesteros via email to [Karen.Ballesteros@hhs.gov](mailto:Karen.Ballesteros@hhs.gov).

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
COMPUTER MATCHING AGREEMENT REVIEW  
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Current law requires DHA to discontinue military health care benefits to MHS beneficiaries who are Medicare eligible when they become eligible for Medicare Part A unless they are enrolled in Medicare Part B. In order for DHA to meet the requirements of current law, CMS agrees to disclose certain Part A and Part B enrollment data on this dual eligible population, which will be used to determine a beneficiary's eligibility for care under CHAMPUS/TRICARE. DEERS will receive the results of the computer match and provide the information to DHA for use in its matching program.

**BOARD MEMBER ACTION:**

Based on review of this matching agreement with respect to meeting the requirements of the Computer Matching and Privacy Protection Act, I am taking the following action:

- I approve the agreement as submitted.  
 I disapprove the agreement.  
 I request a meeting of the Board before I render my decision.

DATE: 04/11/2016

Member: Catherin Teti



Representing (ASPA/IG): ASPA

**COMPUTER MATCHING AGREEMENT  
BETWEEN  
THE CENTERS FOR MEDICARE & MEDICAID SERVICES  
AND  
THE DEFENSE MANPOWER DATA CENTER  
DEPARTMENT OF DEFENSE  
FOR  
DISCLOSURE OF ENROLLMENT AND ELIGIBILITY INFORMATION FOR  
MILITARY HEALTH SYSTEM BENEFICIARIES WHO ARE MEDICARE ELIGIBLE**

**HHS Computer Matching Agreement No. 1306  
CMS Computer Matching Agreement No. 2016-02  
DoD-DMDC Computer Matching Agreement No. 12**

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

**A. Purpose of the Matching Agreement**

The purpose of this agreement is to establish the conditions, safeguards and procedures under which the Centers for Medicare & Medicaid Services (CMS), will disclose Medicare enrollment information to the Department of Defense (DoD), Defense Manpower Data Center (DMDC), Defense Enrollment Eligibility Reporting System (DEERS), and the Office of the Assistant Secretary of Defense (Health Affairs) / Defense Health Agency (DHA). The disclosure by CMS will provide DHA with the information necessary to determine if Military Health System (MHS) beneficiaries (other than dependents of active duty personnel), who are Medicare eligible, are eligible to receive continued military health care benefits. This disclosure will provide DHA with the information necessary to meet the Congressional mandate outlined in legislative provisions in the National Defense Authorization Act(s) (NDAA) listed below.

Current law requires DHA to discontinue military health care benefits to MHS beneficiaries who are Medicare eligible when they become eligible for Medicare Part A unless they are enrolled in Medicare Part B. In order for DHA to meet the requirements of current law, CMS agrees to disclose certain Part A and Part B enrollment data on this dual eligible population, which will be used to determine a beneficiary's eligibility for care under CHAMPUS/TRICARE. DEERS will receive the results of the computer match and provide the information to DHA for use in its matching program.

This computer matching agreement supersedes all existing data exchange agreements between CMS and DMDC applicable to the exchange of personal data for purposes of disclosing enrollment and eligibility information for military health system beneficiaries who are Medicare eligible.

**B. Legal Authority**

This CMA is executed to comply with the Privacy Act of 1974 (Title 5 United States Code (U.S.C.) § 552a), as amended, (as amended by Public Law (Pub. L.) 100-503, the Computer Matching and Privacy Protection Act (CMPPA) of 1988), the Office of Management and Budget (OMB) Circular A-130, titled "Management of Federal Information Resources" at 61 *Federal Register* (Fed. Reg.) 6435 (February 20, 1996), and OMB guidelines pertaining to computer matching at 54 Fed. Reg. 25818 (June 19, 1989).

Prior to 1991, CHAMPUS entitlement terminated when any individual became eligible for Medicare Part A on a non-premium basis. The NDAA for Fiscal Years (FY) 1992 and 1993 (Pub. L. 102-190) § 704, provide for reinstatement of CHAMPUS as second payer for beneficiaries entitled to Medicare on the basis of disability/end stage renal disease (ESRD) only if they also enroll in Part B.

This agreement implements the information matching provisions of the NDAA, Fiscal year (FY) 2001 (Pub.L. 106-398) Sections 711 and 712; the NDAA, FY 1993 (Pub. L. 102-484) Section 705; and the NDAA, FY 1992 (Pub. L. 102-190) Sections 704 and 713.

Section 732 of the FY 1996 NDAA (Pub. L. 104-106), directed the administering Secretaries to develop a mechanism for notifying beneficiaries of their ineligibility for CHAMPUS when loss of eligibility is due to disability status.

### C. Definitions

1. DEERS means Defense Enrollment Eligibility Reporting System.
2. DHA means Defense Health Agency.
3. CMS means Centers for Medicare & Medicaid Services.
4. Medicare means the health insurance program established under Title XVIII of the Social Security Act (the Act).
5. HICN means the Medicare health insurance claim number.
6. Recipient Agency, as defined by the Privacy Act (5 U.S.C. 552a (a) (9)), means the agency receiving the records and actually performing the computer match; i.e., the matching agency, CMS.
7. Source Agency, as defined by the Privacy Act (5 U.S.C. 552a (a) (11)), means the agency initially disclosing the records for the purpose of the match; i.e., DMDC.
8. DoD means Department of Defense.
9. DMDC means the Defense Manpower Data Center.

10. HHS means the Department of Health and Human Services.
11. CHAMPUS means Civilian Health and Medical Program of the Uniformed Services.
12. TRICARE Program means the managed care program that is established by DoD. As used in this agreement, the terms "TRICARE Program," "CHAMPUS," "CHAMPUS/TRICARE" and "TRICARE" are generally interchangeable.

## **II. DESCRIPTION OF THE MATCH AND RECORDS**

Many CHAMPUS/TRICARE beneficiaries who are entitled to Medicare on the basis of disability/ESRD were not aware of the change in the law that requires the purchase of Medicare Part B in order to maintain TRICARE as secondary payer. Unknowingly, many of these beneficiaries initially declined Medicare Part B coverage, making them ineligible to use CHAMPUS/TRICARE as second payer under the new law.

Under the terms of this matching agreement, DEERS will provide to CMS a list of data elements as specified in Attachment 4 for all DoD eligible beneficiaries both over and under the age of 65. DEERS will update their files with appropriate Medicare information provided in the response file. DEERS will be responsible for providing the verified identification of eligible beneficiaries and their current Medicare enrollment status to DHA for use in its program.

CMS agrees to conduct a computer match of the SSNs of beneficiaries provided by DEERS against the information found in CMS's "Enrollment Database (EDB)" system of records (SOR). CMS will validate the identification of the beneficiary and provide the Health Insurance Claim Number (HICN) that matches against the SSN and date of birth provided by DEERS. CMS will also provide the Medicare enrollment status and address of the beneficiary. CMS will forward a response file to DMDC within 48 hours following the receipt of the initial finder file and for any subsequent files submitted.

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

### **A. Justification**

Prior to 1991, CHAMPUS entitlement terminated when any individual became eligible for Medicare Part A on a non-premium basis. The NDAA for FYs 1992 and 1993 (Pub.L. 102-190) and Pub.L. 102-484) provide for reinstatement of CHAMPUS as second payer for beneficiaries entitled to Medicare on the basis of disability/ESRD only if they also enroll in Medicare Part B.

With the passage of the NDAA FY 2001 (Pub.L. 106-398), the DHA will continue CHAMPUS entitlement to a population that has previously lost continued coverage

through DHA, upon entitlement to Medicare Part A. This statute pertains to the MHS population that consists of beneficiaries' age 65 and over who are entitled to Medicare Part A. These beneficiaries must be enrolled in Medicare Part B (Medical Insurance) in order to retain their CHAMPUS entitlement. CHAMPUS will function as a secondary payer in those cases where Medicare covers care. When Medicare does not cover the care, CHAMPUS will be the primary payer. In order to effectively administer the proper entitlement to these beneficiaries, and to maintain continued care without loss in coverage, it is necessary for DHA to have a verified source of Medicare Part A and Medicare Part B Medical Insurance data.

Under the statutory authority, DoD/DHA is required to discontinue military health care benefits to individuals when they become eligible for Medicare Part A unless they are enrolled in Medicare Part B. The language requires the administering Secretaries of DoD and HHS to develop a mechanism by which these "dual eligible" are promptly notified of their change in status and the requirement to purchase Medicare Part B. In developing the notification mechanism, the administering Secretaries are to consult with HHS/CMS.

DHA cannot accomplish this mandate without the data available through the CMS data files. There are no other data sources from which DHA can derive this information. The beneficiary cannot fulfill this responsibility through the presentation of their Medicare card as all Medicare beneficiaries are initially issued Medicare cards already bearing Part B coverage. Only after the beneficiary rejects Medicare Part B are they issued a Medicare card showing Part A, only. Because of this system, DoD's fiduciary duty to ensure eligibility prior to extension of benefits cannot be satisfied solely by the beneficiaries producing the Medicare card. Rather, absent the matching agreement, beneficiaries would need to provide documentation from Medicare, attesting to the fact that the beneficiary is entitled to Medicare Part B. This would be an unnecessary and burdensome process for beneficiaries, as well, a significant expense for both CMS and DoD. Moreover, the use of computer technology to transfer data between CMS and DEERS is faster and more efficient than the use of any other manual processes.

## B. Anticipated Results

The data provided by CMS will be used in conjunction with DEERS data, to extend benefits and expand coverage to eligible beneficiaries entitled to Medicare Part A and enrolled in Medicare Part B. The computer match between CMS and DEERS will have an adverse impact on those individuals who are not enrolled in Part B. They will be ineligible for benefits under the "TRICARE" program.

The data provided by CMS will be used in conjunction with DEERS data, to identify beneficiaries who are entitled to Medicare Part A but do not have Part B, to notify them of the discontinuance of their military health benefits. The computer match between CMS and DEERS could have an adverse impact on those individuals who lose their entitlement for military health care benefits. However, it will have a positive impact as well in that it will allow DHA to notify these dual eligible that they may maintain their TRICARE

eligibility by enrolling in Medicare Part B. Once Medicare Part B is effective, TRICARE will pay the actual out-of-pocket costs of their medical care that is a benefit under both Medicare and TRICARE.

The benefits to be derived from this matching operation are primarily non-quantifiable. TRICARE Management Activity is responding to a congressional mandate to provide benefits and services to Medicare eligible beneficiaries who are enrolled in Medicare Part B. No savings will accrue to DoD as a result of this match. Eligible beneficiaries will receive care they are entitled to under the law. By law, a cost benefit analysis must be prepared unless a waiver is sought. See paragraph XIV for a "Waiver of Cost Benefit Analysis" statement.

#### **IV. DESCRIPTION OF THE RECORDS**

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

DoD will use the SOR identified as DMDC 02 DoD, entitled "Defense Enrollment Eligibility Records," at 80 Federal Register (Fed. Reg.) 68304 (November 04, 2015). The PII of DoD beneficiaries will be released to CMS pursuant to the routine use set forth in the system notice, which provides that data may be released to HHS "for the purpose of identifying DoD eligible beneficiaries both over and under 65 who are Medicare eligible." (A copy of system notice is included as Attachment 1).

Identification and Medicare status of DoD eligible beneficiaries will be provided to DHA to implement the statutory program. Therefore, eligibility information may also be maintained in the SOR identified as EDHA 07, entitled "Military Health Information System (MHIS)," at 78 Fed. Reg. 69076 (November 18, 2013).

The release of the data for CMS is covered under the "Enrollment Database," System No. 09-70-0502 published in the *Federal Register* at 73 Fed. Reg. 10249 (February 26, 2008). Matched data will be released to DEERS pursuant to the routine use number 2 as set forth in the system notice. (A copy of the system notice is given at Attachment 3).

##### **B. Number of Records**

DMDC will submit an initial file containing approximately 7.5 million beneficiaries from its DEERS SOR for matching against the EDB, and will submit subsequent finder files on a weekly basis thereafter. CMS will provide a reply file containing all appropriate matched and failed responses.

##### **C. Specified Data Elements**

See Attachment 4 for a sample record format for the finder file and the reply file.

##### **D. Operational Time Factors**

DMDC will forward the initial finder file of beneficiaries to CMS after the Congressional/OMB review and public comment requirements, mandated by the Privacy Act, have been satisfied. CMS will provide a response file no later than 48 hours after receipt of the initial finder file. Subsequent finder files, submitted on a weekly basis, will receive a response within approximately 48 hours of receipt.

## **V. NOTICE PROCEDURES**

CMS will inform all Medicare beneficiaries of computer matching activities at the time of enrollment by means of the encounter statement on Form CMS 250, also known as the Initial Enrollment Questionnaire. This form is used to coordinate Medicare benefits.

In order to provide direct notice, TRICARE first needs the information from CMS to identify eligible beneficiaries. Once DHA receives that information, eligible beneficiaries will be notified that they may maintain their TRICARE eligibility with the purchase of Medicare Part B. DHA will also provide notice to eligible beneficiaries through beneficiary handbooks, pamphlets, educational materials, press releases, briefings, and via the DHA web site.

Any deficiencies as to direct notice to the individual for the matching program are cured by the indirect or constructive notice that is afforded the individual by agency publication in the Fed. Reg. of both the (1) applicable routine use notice, as required by subsection (e)(11) of the Privacy Act, permitting the disclosure of Federal personnel information for DEERS eligibility purposes, and (2) the proposed match notice, as required by subsection (e)(12) of the Privacy Act, announcing the agency's intent to conduct computer matching for verification of TRICARE eligibility purposes.

Individuals who are Medicare eligible, as part of the enrollment process, are informed via CMS Form 250 series that they "should be aware of Public Law 100-503, the Computer Matching and Privacy Protection Act of 1988 (CMPPA), amended the Privacy Act, (U.S.C. § 552a), permits the government to verify information by way of computer matches." (A copy of the enrollment form is included as Attachment 5).

CMS 1500 claims forms carry a Privacy Act statement as a notice to patients that states, "among other things, that the CMPPA permits the government to verify information by way of computer matches." In addition, CMS notifies beneficiaries annually of matching activities by way of the Social Security Benefits Statement (SSA-1099 form). (A copy of the enrollment forms are included as Attachment 6).

## **VI. VERIFICATION AND OPPORTUNITY TO CONTEST FINDINGS**

### **A. Verification**

DMDC, in support of DHA is responsible for verifying and determining if the data on the

CMS reply file are consistent with the data in the DHA files and for resolving any discrepancy or inconsistencies as to positive identification on an individual basis.

Any discrepancies or inconsistencies furnished by CMS, or developed as a result of the match, will be independently investigated and verified by DMDC, in support of DHA, prior to any adverse action being taken against the individual.

CMS agrees to correct information contained in the EDB response file that is within its authority to correct.

#### B. Opportunity to Contest Findings

Before taking any action to discontinue military health benefits, DMDC agrees to provide written notice to each individual for whom DoD believes is no longer eligible for military health benefits. DMDC will inform the individual:

- 1) That DoD has received information from CMS, which indicates that the individual must purchase Medicare Part B in order to maintain their TRICARE eligibility. A brief description of the identified deficiency will be furnished to the individual.
- 2) The individual has 30 days to contest and respond to the information provided by CMS.
- 3) That, unless the individual notifies DoD that the information is not accurate within 30 days from the date of the notice, DoD will conclude that the data provided by CMS is correct and will take such action as is required by law or regulation.

There are standing policies and procedures that provide for and facilitate a beneficiary's dispute of their Medicare Part A and/or Part B enrollment. Beneficiaries are instructed to call the SSA or the Railroad Retirement Board (RRB) who will instruct beneficiaries how to resolve discrepancies regarding enrollment into Part A and/or Part B of the Medicare program. Information regarding entitlement to Hospital Insurance (Part A) and enrollment in Medical Insurance (Part B) benefits may be found under sections 226, 1836, and 1837 of the Act.

### **VII. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

- A. DEERS will retain records received from CMS for a period not to exceed one year.
- B. CMS will retain the DMDC information for approximately 180 days.

### **VIII. SECURITY PROCEDURES**

A. CMS and DEERS agree to safeguard data received from each other as follows:

1. General: CMS and DoD shall maintain a level of security that is commensurate with the risk and magnitude of harm that could result from the loss, misuse, disclosure, or modification of the information contained on the system with the highest appropriate sensitivity level.

Access to the records matched and to any records created by the match will be restricted to only those authorized employees and officials who need them to perform their official duties in connection with the uses of the information authorized in this Agreement. Further, all personnel who will have access to the records matched and to any records created by the match will be advised of the confidential nature of the information, the safeguards required to protect the records and the civil and criminal sanctions for non-compliance contained in applicable Federal laws.

2. Legal Compliance: CMS and DoD shall comply with the limitations on use, storage, transport, and safeguarding of data under all applicable Federal laws and regulations. These laws and regulations include the Privacy Act, the E-Government Act of 2002, which includes the Federal Information Security Management Act of 2002 (FISMA), the Computer Fraud and Abuse Act of 1986, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Clinger-Cohen Act of 1996, and the corresponding implementation regulations for each statute. Additionally, CMS shall follow Federal, HHS, and CMS policies including all applicable publications, the HHS Information Systems Program Handbook, and the CMS information Security Handbook.

CMS and DoD will comply with the requirements of the FISMA (44 U.S.C. §§ 3541-3549); related OMB circulars and memoranda, such as Circular A-130, Management of Federal Information Resources (November 28, 2000), and Memorandum M-06-16, Protection of Sensitive Agency Information (June 23, 2006); National Institute of Standards and Technology (NIST) publications; and the Federal Acquisition Regulations. These laws, publications, 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. The Parties recognize and will implement the laws, regulations, NIST publications, and OMB directives including those published subsequent to the effective date of this Agreement.

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

3. Loss, Potential Loss, or Breach Reporting: CMS and DoD shall comply with OMB reporting guidelines in the event of a loss, potential loss, Security Incident or Breach

of PII (see OMB M-06-19, Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments (July 12, 2006) and OMB M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information (May 22, 2007)). The Party that experienced the loss, potential loss, Security Incident, or Breach will be responsible for following its established procedures, including notifying the proper organizations (e.g., United States Computer Emergency Readiness Team (US-CERT)), conducting a breach and risk analysis, and making a determination of the need for notice and/or remediation to individuals affected by the loss. If the Party's analysis indicates that an individual notice is appropriate, the Party that experienced the loss, potential loss, Security Incident, or Breach will be responsible for providing such notice. In addition, the Party experiencing the incident will notify the other agency's System Security Contact named in this Agreement within one (1) hour of discovering the loss, potential loss, Security Incident, or Breach. If the Party experiencing the loss, potential loss, Security Incident, or Breach is unable to speak with the other Party's System Security Contact within one (1) hour or if for some reason contacting the System Security Contact is not practicable (e.g. outside of normal business hours), then the following contact information shall be used:

- a. DMDC Privacy Office: [dodhra.dodc-mb.dmdc.list.privacy-office@mail.mil](mailto:dodhra.dodc-mb.dmdc.list.privacy-office@mail.mil)
- b. CMS IT Service Desk: 410-786-2580 or e-mail
- c. [CMS\\_IT\\_Service\\_Desk@cms.hhs.gov](mailto:CMS_IT_Service_Desk@cms.hhs.gov)

4. The records matched and any records created by the match will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

- a. The records matched, and any records created by the match, will be processed under the immediate supervision and control of authorized personnel, to protect the confidentiality of the records in such a way that unauthorized persons cannot retrieve any such records by means of computer, remote terminal or other means.

- b. The records matched and records created by the match will be transported under appropriate safeguards.

- c. CMS and DEERS may make onsite inspections, and may make other provisions to ensure that each agency is maintaining adequate safeguards.

B. The Data Integrity Board ("DIB") of HHS and DoD reserves the right to monitor compliance of systems security requirements, including, if warranted, the right to make onsite inspections for purposes of auditing compliance, during the life of this Agreement, or its 12-month extension period.

C. CMS and DEERS will comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules. If this matching program employs systems

which contain Protected Health Information (PHI) as defined by HHS regulation “Standards for Privacy of Individually Identifiable Health Information” (45 CFR Parts 160 and 164, Subparts A and E) (65 Fed. Reg. 82462 (Dec. 28, 2000)). Disclosures of PHI authorized by the routine uses cited may only be made if, and as, permitted or required by the “Standard for Privacy of Individually Identifiable Health Information” (See 45 CFR. 164.512(a) (1)).

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

- A. The matching files exchanged under this agreement remain the property of the providing agency and will be destroyed after match activity involving the files has been completed under this program as provided above in Section VII.
- B. The data exchanged under this agreement will be used and accessed only for the purpose of determining eligibility for care under the appropriate legislative provisions outlined in Section I. B. of this agreement.
- C. Neither DoD nor CMS will extract information from the electronic data files concerning the individuals that are described therein for any purpose not stated in this agreement.
- D. Except as provided in this agreement, neither DMDC nor CMS will duplicate or disseminate the data produced without the disclosing agency's permission. Neither agency shall give such permission unless the redisclosure is required by law or essential to the conduct of the matching program. In such cases, DMDC and CMS will specify in writing what records are being disclosed and to whom and the reasons that justify such redisclosure.

## **X. RECORDS ACCURACY ASSESSMENTS**

DMDC estimates that at least 99% of the information in the finder file is accurate based on their operational experience. CMS estimates that at least 99% of the information on the EDB is accurate based on their operational experience.

Both DMDC 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 any records necessary to monitor and verify compliance with this agreement.

## **XII. REIMBURSEMENT/FUNDING**

Expenses incurred by this data exchange will not involve any payments or reimbursements between CMS and DoD.

### **XIII. APPROVAL AND DURATION OF AGREEMENT**

- A. This matching agreement, as signed by representatives of both agencies and approved by the respective agency's Data Integrity Boards (DIB), shall be valid for a period of 18 months from the effective date of the agreement.
- B. When this agreement is approved and signed by the Chairpersons of the respective DIBs, the HHS, as the matching agency, will submit the agreement and the proposed public notice of the match as attachments in duplicate via a transmittal letter to OMB and Congress for review. The time period for review begins as of the date of the transmittal letter. A copy of the proposed Fed. Reg. notice is given at Attachment 7.
- C. HHS will forward the public notice of the proposed matching program for publication in the Fed. Reg., as required by subsection (e) (12) of the Privacy Act, the same time the transmittal letter is forwarded to OMB and Congress. The matching notice will clearly identify the record systems and category of records being used and state that the program is subject to review by OMB and Congress. A copy of the published notice shall be provided to DoD.
- D. The effective date of the matching agreement and date when matching may actually begin shall be at the expiration of the 40-day review period for OMB and Congress, or 30 days after publication of the matching notice in the Fed. Reg., whichever is later. The parties to this agreement may assume OMB and Congressional concurrence if no comments are received within 40 days of the date of the transmittal letter. The 40-day OMB and Congressional review period and mandatory 30-day public comment period for the Fed. Reg. publication of the notice will run concurrently.
- E. This agreement may be renewed for 12 months after the initial agreement period as long as the statutory requirement for the data match exists, subject to the Privacy Act, including certification by the participating agencies to the responsible 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
- F. This agreement may be modified at any time by a written modification to this agreement that satisfies both parties and is approved by the DIB of each agency.
- G. This agreement may be terminated at any time with the consent of both parties. If either party does not want to continue this program, it should notify the other party of its intention not to continue at least 90 days before the end of the then current period of the agreement. Either party may unilaterally terminate this agreement upon written notice to

the other party requesting termination, in which case the termination shall be effective 90 days after the date of the notice or at a later date specified in the notice provided the expiration date does not exceed the original or the extended completion date of the match.

#### **XIV. WAIVER OF COST BENEFIT ANALYSIS**

The purpose of this matching program is to verify the eligibility of MHS beneficiaries who are Medicare eligible to receive TRICARE benefits. By statute, such benefits may only be provided if the person is entitled to Medicare Part A and Medicare Part B. In addition, the match will identify and correct erroneous data, and because the benefit that will be derived is not clearly quantifiable, the waiver of the cost-benefit analysis is appropriate. Medicare eligibility/enrollment information can only be obtained from CMS. A determination of continued MHS eligibility cannot be easily made without this information. Accordingly, the cost benefit analysis is waived.

## XV. PERSONS TO CONTACT

### A. The contacts on behalf of DoD are:

Linda S. Thomas  
Chief, Defense Health Agency  
Privacy and Civil Liberties Office  
7700 Arlington Boulevard, Suite 5101  
Falls Church, Va. 22042-5101  
(703)275-6363  
E-mail: [linda.s.thomas47.civ@mail.mil](mailto:linda.s.thomas47.civ@mail.mil)

Anne E. Breslin, TFL Program Manager  
Defense Health Agency  
TRICARE Operations Directorate  
Defense Health Headquarters  
7700 Arlington Boulevard  
Falls Church, VA 22042  
(703) 681-0054  
E-mail: [anne.e.breslin.civ@mail.mil](mailto:anne.e.breslin.civ@mail.mil)

Ms. Michele Czaja  
Defense Manpower Data Center  
DoD Center Monterey Bay  
400 Gigling Rd.  
Seaside, Ca. 93955-6771  
(831) 583-4144  
E-mail: [Michele.b.czaja.civ@mail.mil](mailto:Michele.b.czaja.civ@mail.mil)

B. The contacts on behalf of CMS are:

Karen Mandelbaum, Division Director  
Division of Security, Privacy Policy & Governance  
Information Security & Privacy Group  
Office of Enterprise Information  
Centers for Medicare & Medicaid Services  
7500 Security Boulevard Mail Stop: N1-24-08  
Location: N1-26-18  
Baltimore, MD 21244-1849  
Telephone: 410-786-1762  
Email: [Karen.Mandelbaum@cms.hhs.gov](mailto:Karen.Mandelbaum@cms.hhs.gov)

Walter Stone, CMS Privacy Act Officer  
Centers for Medicare & Medicaid Services  
7500 Security Boulevard  
Mail Stop: N1-24-08  
Location: N1-24-08  
Baltimore, MD 21244-1849  
Telephone: 410-786-5357  
Fax: 410-786-5636  
E-mail: [Walter.Stone@cms.hhs.gov](mailto:Walter.Stone@cms.hhs.gov)

**XVI. APPROVALS**

**A. Department of Defense Program Officials**

The authorized program officials, 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.



Date: 17 MAR 16

**Mr. Guy Kiyokawa**  
Deputy Director  
Defense Health Agency

Date: \_\_\_\_\_

**Mary Snavely-Dixon**  
Director  
Defense Manpower Data Center

**XVI. APPROVALS**

A. Department of Defense Program Officials

The authorized program officials, 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.

\_\_\_\_\_ Date: \_\_\_\_\_  
**Mr. Guy Kiyokawa**  
Acting Deputy Director  
Defense Health Agency

Digitally signed by SNAVELY-DIXON MARY M.1116074377  
DN: cn=US, o=U.S. Government, ou=DOD, ou=PKI,  
ou=ODHRA, c=SNAVELY-DIXON MARY M.1116074377  
Date: 2016.03.17 18:20:41 -0400  
SNAVELY-  
DIXON.MARY.M.1116074377 \_\_\_\_\_ Date: \_\_\_\_\_  
**Mary Snavely-Dixon**  
Director  
Defense Manpower Data Center

Centers for Medicare & Medicaid Services

*Walter Stone*

Date:

*4-4-16*

Walter Stone  
CMS Privacy Officer

*Emery Csulak*

Date:

*4/1/16*

Emery Csulak  
Senior Official for Privacy  
Information Security and Privacy Group  
Office of Enterprise Information  
Centers for Medicare & Medicaid Services

Centers for Medicare & Medicaid Services

Data Integrity Boards

The respective DIBs having reviewed this agreement and finding that it complies with applicable statutory and regulatory guidelines signify their respective approval thereof by the signature of the officials appearing below.



Date: 4/19/16

**Colleen Barros**  
**Chairperson, HHS Data Integrity Board**  
**Acting Assistant Secretary for Administration**  
**U.S. Department of Health and Human Services**

Department of Defense

Data Integrity Boards

The respective DIBs having reviewed this agreement and finding that it complies with applicable statutory and regulatory guidelines signify their respective approval thereof by the signature of the officials appearing below.

  
\_\_\_\_\_

Woo Y. Chung

Chairperson,

DoD Data Integrity Board

Date: 4/6/16\_\_\_\_\_