COMPUTER MATCHING AGREEMENT

BETWEEN

THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

CENTERS FOR MEDICARE AND MEDICAID SERVICES

AND

THE DEPARTMENT OF VETERANS AFFAIRS

VETERANS HEALTH ADMINISTRATION

FOR

THE VERIFICATION OF ELIGIBILITY FOR

MINIMUM ESSENTIAL COVERAGE

UNDER

THE PATIENT PROTECTION AND AFFORDABLE CARE ACT

THROUGH A VETERAN'S HEALTH ADMINISTRATION PLAN

Centers for Medicare & Medicaid Services No. 2025-06

Effective Date – May 1, 2026
Expiration Date – November 1, 2027 (may be renewed to November 1, 2028)

I. PURPOSE, LEGAL AUTHORITIES, AND DEFINITIONS

A. Purpose

This Computer Matching Agreement (CMA) re-establishes the terms, conditions, and safeguards under which the Department of Veterans Affairs (VA), Veterans Health Administration (VHA) will disclose data information to the Department of Health and Human Services (HHS), Centers for Medicare & Medicaid Services (CMS). The purpose of this Computer Matching Agreement is to assist the Department of Health and Human Services (HHS), Centers for Medicare & Medicaid Services (CMS) in determining individuals' eligibility for financial assistance in paying for private health insurance coverage. Through this matching program, the Department of Veterans Affairs (VA), Veterans Health Administration (VHA), provides CMS with data verifying whether an individual who is applying for private health insurance coverage under a qualified health plan (QHP) is eligible for coverage under a VHA health plan. CMS, in its

capacity as operator of the Federally-facilitated Exchange (FFE) and the Federal enrollment and eligibility platform, will use VHA's information to verify an Applicant's enrollment in Minimum Essential Coverage (MEC) through a VHA Health Care Program for the purpose of making Eligibility Determinations, including Eligibility Determinations for which HHS is responsible under 45 Code of Federal Regulations (CFR) § 155.302.

CMS makes the data provided by VHA available to the FFE and state-based Administering Entities (AEs) through a data services hub ("the Hub") to use in determining the Applicant's eligibility for Insurance Affordability Programs (IAPs), including advance payments of the premium tax credit (APTC) and cost-sharing reductions (CSRs), in paying for private health insurance coverage. VHA health plans provide MEC, and eligibility for such plans precludes eligibility for financial assistance.

The Privacy Act of 1974, as amended (in particular, by the Computer Matching and Privacy Protection Act of 1988 (CMPPA) (Public Law 100-503)), requires the Parties participating in a matching program to execute a written agreement specifying the terms and conditions under which the matching program will be conducted. CMS has determined that use of VHA data by CMS and AEs constitute a "computer matching program" as defined in the CMPPA.

VHA is the Source Agency, as defined by the Privacy Act at 5 U.S.C. § 552a(a)(11); it will provide match results to CMS. The VHA component responsible for the disclosure of information is the VHA Privacy Office Manager, Information Access and Privacy Office. VHA acknowledges that AEs, which include State-based Exchanges (SBEs)[1] and Basic Health Programs (BHPs), will use VHA data, accessed through the Hub, to make Eligibility Determinations. The responsible component for CMS is the Center for Consumer Information & Insurance Oversight (CCIIO). CMS is the Recipient Agency, as defined in 5 U.S.C. § 552a(a)(9), and will be responsible for publishing the Federal Register (FR) Notice required by 5 U.S.C. § 552a(e)(12).

By entering into this Agreement, the Parties agree to comply with the terms and conditions set forth herein, as well as applicable law and regulations. The terms and conditions of this Agreement will be carried out by authorized employees and contractors of CMS and VHA. The terms and conditions under which state-based AEs may receive and use VHA data will be set forth in a separate agreement between CMS and the AEs.

[1] Since January l, 2014, consumers in every state (including the District of Columbia) have had access to health insurance coverage through Health Insurance Exchange operated by State-based Exchanges (SBEs) or by the Federal government through the Federally-facilitated Exchange (FFE). SBEs have adopted various names for their programs (e.g., Kentucky's 'kynect' or California's 'Covered California') but they are still Exchanges as established under sections 1311(b) and 1311(d)(l) or 1321(c)(1) of the PPACA.

B. Legal Authorities

The following statutes and regulations govern or provide legal authority for the uses of data, including disclosures, under this Agreement:

1. This Agreement is executed pursuant to the Privacy Act of 1974, as amended (5 U.S.C. § 552a), and implementing guidance promulgated thereunder, including Office of Management and Budget (OMB) Circular A-108 "Federal Agency Responsibilities for Review, Reporting, and Publication under the Privacy Act" published at 81 FR 94424 (Dec. 23, 2016) and OMB guidelines pertaining to computer matching published at 54 FR 25818 (June 19, 1989).

2. Under the authority of the Patient Protection and Affordable Care Act (Public Law (P. Law) No. 111-148), as amended by the Health Care and Education Reconciliation Act (P. Law No. 111-152) (collectively, the PPACA) and the implementing regulations, certain individuals are eligible for certain financial assistance in paying for private insurance coverage under a QHP when enrollment is through an Exchange. Such assistance includes APTC, under the Internal Revenue Code (IRC) of 1986, as amended, at 26 U.S.C. § 36B and section 1412 of the PPACA, and CSRs under section 1402 of the PPACA.

3. Section 36B(c)(2) of the IRC, as added by section 1401 of the PPACA, provides that an individual is ineligible for APTC if that individual is eligible for other MEC as defined in 26 U.S.C. § 5000A(f), other than MEC described in 26 U.S.C. § 5000A(f)(l)(C), such as the coverage under VHA Health Care Programs. Section 1402(f)(2) of the PPACA provides that an individual is ineligible for CSRs if the individual is not also eligible for the premium tax credit for the relevant month.

4. Section 1331 of the PPACA authorizes the BHP and §1331(e)(1)(C) requires the states administering BHP to verify whether an individual is eligible for other MEC as defined in 26 U.S.C. § 5000A(f), such as coverage under VHA Health Care Programs (45 CFR § 155.320(d)).

5. Section 1411 of the PPACA requires the Secretary of HHS to establish a program to determine eligibility for an individual to purchase a QHP through an Exchange and to determine eligibility for APTC and CSRs. Under 45 CFR §§ 155.302 and 155.305, the eligibility determinations for APTC and CSRs may be made by an Exchange or HHS. CMS carries out HHS' responsibilities "through" the Exchanges. The system established by HHS under section 1411 of the PPACA to determine eligibility for APTC and CSRs requires an Exchange to verify whether an individual is eligible for other MEC, such as coverage under a VHA Health Care Program, by sending the individual's identifying information to HHS for HHS to compare to relevant records to rule other MEC in or out.

C. Definitions

For the purposes of this Agreement:

1. "Administering Entity" or "AE" (sometimes referred to as "state-based AE") means an entity administering an IAP;

2. "Advanced Payments of the Premium Tax Credit" or "APTC" means payment of the tax credit specified in section 36B of the IRC of 1986 (as added by section 1401 of the PPACA) that is provided on an advance basis on behalf of an eligible individual enrolled in a QHP through an Exchange in accordance with sections 1402 and 1412 of the PPACA. APTC is not considered Federal Tax Information under 26 U.S.C. § 6103;

3. "Agent" or "Broker" means a person or entity licensed by the State as an agent, broker or insurance producer;

4. "Applicant" means any individual seeking an Eligibility Determination for enrollment in a QHP through an Exchange, an IAP, or a certification of Exemption, including an Enrollee whose eligibility is determined at the time of a renewal or redetermination;

5. "Authorized Representative" means an individual, person or organization acting, in accordance with 45 CFR § 155.227, on behalf of an Applicant or Enrollee in applying for an Eligibility Determination, including a redetermination, and in carrying out other ongoing communications with the Exchange;

6. "Authorized User" means an information system user who is provided with access privileges to any data resulting from this match or to any data created as a result of this match. Authorized Users include Administering Entities;

7. "Benefit Year" means the calendar year for which a health plan purchased through an Exchange provides coverage for health benefits;

8. "Breach" is defined by OMB Memorandum OMB M-17-12 Preparing for and Responding a Breach of Personally Identifiable Information, (January 3, 2017) as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information (PII); or (2) an authorized user accesses or potentially accesses PII for other than authorized purpose;

9. "CMS" means the Centers for Medicare & Medicaid Services;

10. "Cost-Sharing Reduction" or "CSR" is defined at 45 CFR § 155.20 and means reductions in cost sharing for an eligible individual enrolled in a silver level plan through an Exchange or for an individual who is an Alaskan Native/American Indian enrolled in a QHP through an Exchange, provided in accordance with section 1402 of the PPACA. CSRs are not considered Federal Tax Information under 26 U.S.C. § 6103;

11. "Eligibility Determination" means the determination of eligibility by an AE for enrollment in a QHP through an Exchange, an IAP or for Certifications of Exemption. This refers to initial determinations or redeterminations based on a change in the individual's status, and appeals;

12. "Enrollee" means an individual enrolled in a QHP through an Exchange or enrolled in a BHP;

13. "Exchange" (otherwise known as Marketplace) means a Federally-facilitated Exchange (FFE) or an SBE (including a not-for-profit exchange) established under sections 1311(b) and 1311(d)(1) or 1321(c)(1) of PPACA. For purposes of this Agreement, all references to an Exchange shall refer equally to and include a state agency that is responsible for administering the IAP Program under which individuals and small businesses may enroll in Qualified Health Plans in the state;

14. "Federally-facilitated Exchange" or "FFE" means an Exchange established by HHS and operated by CMS under § 1321(c)(1) of the PPACA;

15. "HHS" means the Department of Health and Human Services;

16. "Hub" or "CMS Data Services Hub" is the CMS managed, single data exchange for AEs to interface with Federal agency partners. Hub services allow for adherence to federal and industry standards for security, data transport, and data safeguards as well as CMS policy for AEs for eligibility determination and enrollment services;

17. "Insurance Affordability Programs" or "IAPs" include (1) a program that makes available coverage in a QHP through an Exchange with APTC; (2) a program that makes available coverage in a QHP through an Exchange with CSRs; (3) the Medicaid program established under Title XIX of the Social Security Act (the Act); (4) the Children's Health Insurance Program (CHIP) established under Title XXI of the Act; and (5) The BHP established under § 1331 of the PPACA;

18."Minimum Essential Coverage" or "MEC" is defined in IRC § 5000A(f) and includes health insurance coverage offered in the individual market within a state, which includes a QHP offered through an Exchange, an eligible employer sponsored plan, or government-sponsored coverage such as coverage under Medicare Part A, TRICARE, or a VHA Health Care Program;

19."Navigator" means a private or public entity or individual that is qualified, and licensed, if appropriate, to engage in the activities and meet the standards described in 45 CFR § 155.210;

20."PPACA" means Patient Protection and Affordable Care Act (Public Law No. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law No. 111-152), codified at 42 U.S.C. §§ 18001 et seq. (collectively, the PPACA);

21."Personally Identifiable Information" or "PII" is defined in OMB Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information (January 3, 2017), and means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual;

22."Qualified Health Plan" or "QHP" means a health plan that has in effect a certification that it meets the standards described in subpart C of part 156 of Title 45 of the CFR issued or recognized by each Exchange through which such plan is offered in accordance with the process described in subpart K of part 155 of Title 45 of the CFR;

23."Recipient Agency" is defined by the Privacy Act at 5 U.S.C. § 552a(a)(9) and means any agency, or contractor thereof, receiving records contained in a system of records from a Source Agency for use in a matching program;

24."Record" is defined by the Privacy Act at 5 U.S.C. § 552a(a)(4) and means any item, collection, or grouping of information about an individual that is maintained by an agency, including his or her education, financial transactions, medical history, and criminal or employment history and that contains his or her name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph;

25."Security Incident" means "Incident," which is defined in OMB Memorandum M-17-12 Preparing for and Responding to a Breach of

Personally Identifiable information (January 3, 2017) as an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies;

26. "Source Agency," as defined by the Privacy Act at 5 U.S.C. § 552a(a)(11), means any agency that discloses records contained in a system of records to be used in a matching program;

27. "Stat e-based Exchange" or "SBE" means an Exchange established and operated by a state, and approved by HHS under 45 CFR § 105 subpart B;

28. "System of Records" or "SOR" is defined by the Privacy Act at 5 U.S.C. § 552a(a)(5) and means a group of any records under the control of any agency from which information about an individual is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual; and

29. "VHA Health Care Program" means a health care program under chapter 17 or 18 of Title 38 U.S.C., as determined by the Secretary of Veterans Affairs, in coordination with the Secretary of Health and Human Services and the Secretary of the Treasury, as defined in regulations implementing 26 U.S.C. § 5000A.

II. RESPONSIBILITIES OF THE PARTIES

A. CMS Responsibilities

1. CMS will develop procedures through which an Applicant or Enrollee may request an Eligibility Determination via a single, streamlined application.

2. CMS and AEs will only request data from VHA's records when necessary for CMS or the AE to make an Eligibility Determination.

3. CMS and AEs will provide to VHA the required data elements necessary and agreed upon by both Parties when requesting data from VHA through the Hub, including, but not limited to, first and last name, gender, date of birth and social security number (SSN).

4. CMS and AEs will receive the VHA response data elements through the Hub and will utilize the information provided by VHA in making Eligibility Determinations.

5. CMS has developed and will maintain procedures through which an AE can request and receive information from VHA through the CMS Hub to make Eligibility Determinations.

6. CMS will enter into agreements with AEs that bind those entities to comply with appropriate privacy and security standards and protections for PII, including requirements for these entities and their employees, contractors, and agents to comply with the privacy and security standards that are consistent with section 1411(g) of the PPACA, 45 CFR § 155.260, and the terms and conditions of this Agreement.

7. CMS will provide Congress and the OMB with advance notice of this matching program and, upon completion of OMB's advance review, will publish the required matching notice in the Federal Register.

B. VHA Responsibilities

1. VHA will develop and maintain procedures to respond to verification requests submitted by CMS and AEs, and to transmit information from its relevant system of records for CMS and AEs to use to verify or validate attestations made by Applicants and Enrollees related to enrollment in VHA Health Care Programs.

2. VHA will perform probabilistic data matching logic activity to match the identity of the Applicant or Enrollee's inputs with VHA data records.

3. VHA will provide VHA data to the Hub, including SSN, MEC start dates and MEC end dates, if present, and transaction ID, in order to verify whether the Applicant or Enrollee was enrolled in VHA Health Care Program within the period requested by CMS or an AE through the Hub.

4. VHA will provide a 'coded' response if the person was either not found within the VHA database or the person was not enrolled within VHA given the time period provided by CMS.

III. JUSTIFICATION AND ANTICIPATED RESULTS

A. Cost Benefit Analysis

As required by § 552a(u)(4) of the Privacy Act, a cost benefit analysis (CBA) is included as Attachment 1, covering this and seven other "Exchange" matching programs which CMS conducts with other Federal agencies. The CBA

demonstrates that monetary costs to operate the eight Exchange matching programs are approximately $74.5 million but does not quantify direct governmental monetary benefits sufficient to estimate whether they offset such costs. The CBA, therefore, does not demonstrate that the matching program is likely to be cost effective (i.e., does not show that the program is likely to pay for itself) and does not produce a favorable benefit-to-cost ratio.

However, other supporting justifications and mitigating factors support approval of this CMA, as described below in Section B. OMB guidance provides that the Privacy Act "does not require the showing of a favorable ratio for the match to be continued". The intention is to provide Congress with information to help evaluate the cost-effectiveness of statutory matching requirements with a view to revising or eliminating them where appropriate. See OMB Guidelines, 54 FR 25818 at 25828.

B. Other Supporting Justifications

Although the cost benefit analysis does not demonstrate that the Exchange matching programs are likely to be cost effective, ample justification exists in the CBA sections III (Benefits) and IV (Other Benefits and Mitigating Factors) to justify DIB approval of the matching programs. Each Party's Data Integrity Board (DIB) therefore is requested to determine, in writing, that the cost benefit analysis is not required, in accordance with 5 U.S.C. § 552a(u)(4)(B), and to approve the agreement based on these other supporting justifications:

1. Certain Exchange matching programs are required (i.e., are based on a statutory obligation); not discretionary to conduct.

2. The Exchange matching programs improve the speed and accuracy of consumer eligibility determinations while minimizing administrative burdens and achieving operational efficiencies.

3. The matching programs benefit the public and consumers by accurately determining consumers' eligibility for financial assistance (including APTC and CSRs).

4. The efficient eligibility and enrollment process provided by the Exchange matching programs contributes to greater numbers of consumers enrolling in Exchange qualified health plans, resulting in a reduction of the uninsured population and improving overall health care delivery.

5. Continuing to use the current matching program structure, which is less costly than any alternative structure, is expected to increase the public's trust in the participating agencies as stewards of taxpayer dollars.

C. Specific Estimate of Any Savings

There are no cost savings to conducting the Exchange matching programs, as opposed to not conducting them. However, use of matching programs is effectively mandated by statute and regulation in order to provide for the streamlined application process required by Congress in section 1413 of the PPACA. Therefore, the optimal result is attained by limiting the cost of conducting the matching programs by using a matching program operational structure and technological process that is more efficient than any alternatives.

IV. RECORDS DESCRIPTION

The Privacy Act at 5 U.S.C. § 552a(o)(1)(C) requires that each CMA specify a description of the records that will be matched and exchanged, including each data element that will be used, the approximate number of records that will be matched, and the projected starting and completion dates of the program.

A. Systems of Records

1. The CMS system of records that supports this matching program is "CMS Health Insurance Exchanges System (HIX)", System No. 09-70-0560, last published in full at 78 FR 63211 (October 23, 2013), and partially amended at 83 FR 6591 (February 14, 2018). Routine use 3 authorizes CMS' disclosures of identifying information about Applicants to VHA for use in this matching program.

2. The VA system of records that supports this matching program is "Veterans and Beneficiaries Purchased Care Community Health Care Claims, Correspondence, Eligibility, Inquiry and Payment Files-VA," System No. 54VA10; last fully published at 90 FR 4447354 (September 15, 2025). VHA will match identifying information provided by CMS to VHA information as authorized by Routine use 25 in 54VA10.

B. Number of Records Involved

CMS estimates that approximately 63 million records may be transacted through queries to VHA in fiscal year 2026.

C. Specific Data Elements Used in the Match

1. From CMS to VHA. For each Applicant or Enrollee seeking an Eligibility Determination from an AE, and for whom VHA has the authority to release information, CMS or the AE will submit a request through the Hub to VHA that may contain, but is not limited to, the following specified data elements in a fixed record format:

    a. First Name (required)

b. Middle Name/Initial (if provided by Applicant)
c. Surname (Applicant's Last Name) (required)
d. Date of Birth (required)
e. Sex (required)
f. SSN (required)
g. Requested QHP Coverage Effective Date (required)
h. Requested QHP Coverage End Date (required)
i. State identification (required)
j. Transaction ID (required)

2. From VHA to CMS. For each Applicant or Enrollee seeking an Eligibility Determination from an AE from whom CMS or an AE has secured consent and VHA has the authority to disclose information, VHA will provide a response to the Hub. The response will be in a standard fixed record format and may contain, but is not limited to, the following specified data elements:

a. SSN (required)
b. Start/End Date(s) of enrollment period(s) (when match occurs)
c. A blank date response when a non-match occurs
d. If CMS transmits request and a match is made, but VHA's record contains a Date of Death, VHA will respond in the same manner as a non-match response, with a blank date
e. Enrollment period(s) is/are defined as the timeframe during which the person was enrolled in a VHA Health Care Program

D. Frequency of Data Exchanges

The data exchanges under this agreement will begin May 2, 2026 and continue through November 1, 2027, in accordance with schedules set by CMS and VHA. CMS will submit requests electronically in real-time and batch processing on a daily basis throughout each year.

E. Projected Starting and Completion Dates of the Matching Program

Effective Date – May 2, 2026

Expiration Date – November 1, 2027 (November 1, 2028 if renewed for one year).

V. NOTICE PROCEDURES

The matching notice that CMS will publish in the FR as required by the Privacy Act at 5 U.S.C. § 552a(e)(12) will provide constructive notice of the matching program to affected individuals.

At the time of application or change of circumstances, CMS, or an AE administering an IAP, will provide individualized (i.e., actual) notice of the matching program to Applicants for enrollment in a QHP or an IAP under PPACA on the streamlined eligibility application. The agency administering the IAP, including CMS in its capacity as an FFE, will ensure provision of a Redetermination or Renewal notice in accordance with applicable law. These notices will inform Applicants that the information they provide may be verified with information in the records of other Federal agencies.

VI. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST FINDINGS

The Privacy Act at 5 U.S.C. § 552a(p) requires that each matching agreement specify procedures for verifying information produced in the matching program and for providing affected individuals with an opportunity to contest findings.

A. Verification Procedures

Before an AE may take any adverse action based on the information received from the match, the individual will be permitted to provide the necessary information or documentation to verify eligibility information. When an AE determines that an individual is ineligible for an IAP based on the information provided by the match, and that information is inconsistent with information provided on the streamlined eligibility application or otherwise by an Applicant or Enrollee, the AE will comply with applicable law and will notify the Applicant, or Enrollee of the match findings and provide the following information: (1) The AE received information that indicates the individual is ineligible for an IAP; and (2) the Applicant, or Enrollee has a specified number of days from the date of the notice to contest the determination that the Applicant or Enrollee is not eligible for the relevant IAPs. In complying with applicable law, the AE will in no instance take adverse action in fewer than 30 days after Applicant or Enrollee has received notice.

B. Opportunity to Contest Findings

In the event that information attested to by an individual for matching purposes is inconsistent with information received through electronic verifications obtained by the VHA through the Hub, the individual must be provided notice that the information they submitted did not match information received through electronic verifications as follows:

1. If the AE is an Exchange, an individual seeking to resolve inconsistencies between attestations and the results of electronic verification for the purposes of completing an Eligibility Determination should be provided the opportunity to follow the procedures outlined in 45 CFR §§ 155.315 and 155.320. The AE will provide the proper contact information and instructions to the individual resolving the inconsistency.

2. If the AE is an agency administering a Medicaid or CHIP program, an individual seeking to resolve inconsistencies between attestations and the results of electronic for the purposes of completing an Eligibility Determination should be provided the opportunity to follow the procedures outlined in 42 CFR §§ 435.945 through 435.956. The AE will provide the proper contact information and instructions to the individual resolving the inconsistency.

3. Per 42 CFR § 600.345, if the AE is a BHP, it must elect either the Exchange verification procedures set forth in VI.B.1 or the Medicaid verification procedures set forth at VI.B.2.

VII. DISPOSITION OF MATCHED ITEMS

VHA and CMS will retain the electronic files received from the other Party only for the period of time required for any processing related to the matching program and will then destroy the data by electronic purging, unless VHA or CMS are required to retain the information for enrollment, billing, payment, program audit purposes, or legal evidentiary purposes or where they are required by law to retain the information. The CMS FFE and AE will retain data for such purposes and under the same terms. In case of such retention, VHA and CMS will retire the retained data in their SOR in accordance with the applicable Federal Records Retention Schedule (44 U.S.C. § 3303a). VHA and CMS will not create permanent files or separate systems comprised solely of the data provided by the other agency.

VIII. SECURITY PROCEDURES

1. General. CMS and VHA will 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.

2. Legal Compliance. CMS and VHA shall comply with the limitations on use, disclosure, storage, transport, and safeguarding of data under all applicable Federal laws and regulations. These laws and regulations include section 1411(g) of the PPACA; the Privacy Act of 1974; the E-Government Act of 2002, which includes the Federal Information Security Management Act of 2002 (FISMA), 44 U.S.C. §§ 3541-3549, as amended by the Federal Information Security Modernization Act, 44 U.S.C. §§ 3551-3558; HIPAA; the Computer Fraud and Abuse Act of 1986; the Clinger-Cohen Act of 1996; and the corresponding implementation regulations for each statute.

3. CMS and VHA will comply with OMB circulars and memoranda, such as OMB Circular A-130, Managing Information as a Strategic Resource,

published at 81 FR 49689 (July 28, 2016); and National Institute of Standards and Technology (NIST) directives and publications; and the Federal Acquisition Regulations. These laws, directives, and regulations include requirements for safeguarding Federal information systems and PII used in Federal agency business processes, as well as related reporting requirements. The Parties recognize and will implement the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this Agreement.

4. Federal Information Security Modernization Act (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.

5. Incident Reporting

CMS and VHA will comply with OMB reporting guidelines in the event of a Security Incident, loss, potential loss, or Breach of PII (see OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information (Jan. 3, 2017) and OMB M-25-04, "Fiscal Year 2025 Guidance on Federal Information Security and Privacy Management Requirements" (Jan. 15, 2025)) and notify the National Cybersecurity and Communications Integration Center/United States Computer Emergency Readiness Team (NCCIC/US-CERT) within one hour of being identified by the agency's top-level Computer Security Incident Response Team (CSIRT), Security Operations Center (SOC), or information technology department. In addition, within one hour of discovering the incident, 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 CMS is unable to speak with the other Party's System Security Contact within one hour or if for some reason notifying the System Security Contact is not practicable (e.g., outside of normal business hours), CMS will call VA Network and Security Operations Center (NSOC) toll free at 1-800-877-4328 or via email at HACTSTCustomerSupport@va.gov. If VHA is unable to speak with CMS Systems Security Contact within one hour, VHA will contact CMS IT Service Desk at 1-800- 562-1963 or via email at CMS_IT_Service_Desk@cms.hhs.gov.

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 determining the need for notice and/or remediation to individuals affected by the loss. Parties under this agreement will follow

PII breach notification policies and related procedures as required by OMB guidelines and the US--CERT Federal Incident Notification Guidelines. If the Party experiencing the breach determines that the risk of harm requires notification to the affected individuals or other remedies, then that Party will carry out these remedies without cost to the other Party.

6. Administrative Safeguards

CMS and VHA will restrict access to the matched data and to any data created by the match to only those Authorized Users of the Hub, e.g. AEs and their employees, agents, officials, contractors, etc., who need it to perform their official duties in connection with the uses of data authorized in this Agreement. Further, CMS and VHA will advise all personnel who will 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.

7. Physical Safeguards

CMS and VHA 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. Physical safeguards may include door locks, card keys, biometric identifiers, etc. Only authorized personnel will transport the data matched and any data created by the match. CMS and VHA will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

8. Technical Safeguards

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

9. Application of Policies and Procedures

Each party will adopt policies and procedures to ensure that it uses the information described in this Agreement that is contained in its respective records or obtained from the other solely as provided in this Agreement.

CMS and VHA will comply with their respective policies and procedures and any subsequent revisions.

10. Security Assessment

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

11. Compliance

CMS must ensure information systems and data exchanged under this matching agreement are maintained compliant with CMS Acceptable Risk Safeguards (ARS) standards. The ARS document can be found at: https://security.cms.gov/policy-guidance/cms-acceptable-risk-safeguards-ars. To the extent, these documents are revised during the term of this Agreement, CMS must ensure compliance with the revised version.

IX. RECORDS USAGE, DUPLICATION AND RE-DISCLOSURE RESTRICTIONS

CMS and VHA will comply with the following limitations on use, duplication, and re-disclosure of the electronic files and data provided by the other Party under this Agreement:

A. CMS and VHA will only use the data for purposes specified by this Agreement or allowed by applicable SORN or Federal law.

B. CMS and VHA must seek the consent of the other Party to use or disclose the data for any purpose other than the purposes described in this agreement. VHA and CMS will not give such consent, unless the law permits disclosure, or the disclosure is essential to the matching program. For such permission, the agency requesting permission must specify the following in writing; (1) what data will be used or disclosed, (2) to whom will the data be disclosed, (3) the reasons justifying such use or disclosure, and (4) the intended use of the data.

C. The matching data provided by VHA under this Agreement will remain the property of VHA and will be retained by CMS and AE to be used for audits to verify the accuracy of matches and to adjudicate appeals. VHA matching data will only be destroyed after the matching activity, appeals and audits involving the data have been completed as described under this Matching Agreement.

D. CMS will restrict access to data solely to officers, employees, and contractors of CMS and AEs. Through the Hub, CMS may disclose the data received under this Agreement to AEs pursuant to separate CMAs that authorize such entities to use the data for Eligibility Determinations regarding APTC, CSRs, and IAPs.

E. CMS and AE will restrict access to the results of the data match to Applicants or Enrollees, Application Filers, and Authorized Representatives of such persons and to Certified Application Counselors, Navigators, Agents, and Brokers who have been authorized by the Applicant and are obligated by regulation and/or under agreement with CMS or an AE. CMS and AEs shall require the same or more stringent privacy and security standards as a condition of contract or agreement with individuals or entities, such as Navigators, Agents, or Brokers that (1) gain access from CMS or an AE to PII submitted to an Exchange or (2) collect, use, or disclose PII gathered directly from Applicants or Enrollees while that individual or entity is performing the functions outlined in the agreement with the Exchange. (See 45 CFR § 155.260; 42 CFR § 431, subpart F, including subsections 431.301, 431.302, 431.303, 431.305; 42 CFR § 435.945; and 42 CFR § 457.1110).

F. CMS will not duplicate or re-disclose data provided by VHA within or outside of CMS, except where described in this Agreement or authorized by applicable law.

X. RECORDS ACCURACY ASSESSMENTS

The Privacy Act at 5 U.S.C. § 552a(o)(1)(J) requires that a CMA include "information on assessments that have been made" on the accuracy of the records that will be used in the matching program. CMS has not explicitly assessed the accuracy of the identifying information in the HIX systems of records, but Exchange operations are continually subject to rigorous examination and testing as required by Appendix C of OMB Circular A-123 and they are also evaluated through audits conducted by HHS Office of Inspector General and the Government Accountability Office. VHA currently estimates that 99% of the information within the systems covered by the VHA SORN cited in IV.A.2. is accurate for PPACA purposes in cases where (1) an exact Applicant match is returned, (2) the Applicant has an enrollment status of "verified", and (3) their enrollment period coincides with the start/end dates received from the Hub.

XI. COMPTROLLER GENERAL ACCESS

Pursuant to 5 U.S.C. § 552a(o)(1)(K), the Government Accountability Office (Comptroller General) may have access to all CMS and VHA records, as necessary, in order to verify compliance with this Agreement.

XII. REIMBURSEMENT

All work performed by VHA to perform the computer matches in accordance with this Agreement will be performed on a reimbursable basis. The legal authority for the transfer of funds between CMS and VHA is the Economy Act, 31 U.S.C. § 1535. Reimbursement will be transacted by means of a separate reimbursement instrument in accordance with the established procedures that apply to funding reimbursement actions. CMS and VHA will execute and maintain a separate Interagency Agreement on an annual basis to address CMS reimbursement of relevant VHA costs related to systems access covered by this Agreement. CMS agrees not to process requests directly received from any non-profit entity that VHA does not have the legal authority to bill.

XIII. DURATION OF AGREEMENT

A. Effective Date and Duration

The Effective Date of this Agreement will be May 1, 2026, provided that CMS 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 (r) and OMB Circular A-108 and, upon completion of OMB's advance review, CMS 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).

This agreement will be in effect for a period of eighteen (18) months.

The HHS and VA DIBs may, within three (3) months prior to the expiration of this Agreement, renew this Agreement for a period not to exceed one year if CMS and VHA can certify to their DIBs that:

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

2. The Parties have conducted the matching program in compliance with this Agreement.

If either Party does not want to renew this agreement, it must notify the other Party of its intention not to continue at least ninety (90) days before the expiration of the agreement.

B. Modification

The Parties may modify this Agreement at any time by a written modification, mutually agreed to by both Parties, provided that the modification does not include a significant change. A significant change would require a new matching agreement.

C. Termination

This Agreement may be terminated at any time upon the mutual written consent of the Parties. Either Party may unilaterally terminate this agreement upon written notice to the other Party, in which case the termination date shall be effective ninety (90) days after the date of the notice or at a later date specified in the notice, provided this date does not exceed the approved duration for the agreement. A copy of the notification should be submitted to the Secretary, HHS DIB.

XIV. LIABILITY

A. Each Party to this Agreement shall be liable for acts and omissions of its own employees.

B. Neither Party shall be liable for any injury to another Party's personnel or damage to another Party's property, unless such injury or damage is compensable under the Federal Tort Claims Act (28 U.S.C. § 1346(b)), or pursuant to other Federal statutory authority.

C. Neither Party shall be responsible for any financial loss incurred by the other, whether directly or indirectly, through the use of any data furnished pursuant to this Agreement.

XV. INTEGRATION CLAUSE

This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all other computer matching agreements between the Parties that pertain to the disclosure of data between VHA and CMS for the purposes described in this Agreement. CMS and VHA have made no representations, warranties, or promises outside of this Agreement. This Agreement takes precedence over any other documents that may be in conflict with it.

XVI. PERSONS TO CONTACT

A. The VHA contacts are:

Project Coordinator
Ryan Heima
Acting Executive Director, Member Services
Veterans Affairs, Veterans Health Administration
3401 SW 21st St, Bldg. 9
Topeka, KS 66604
Telephone: 785-409-2318
E-mail: ryan.heiman@va.gov

Privacy Issues
Andrea Wilson, RHIA, MAM, CIPP-US
VHA Privacy Office Manager Information
Access and Privacy Office
Office of Health Informatics (OHi) 10A7B
810 Vermont Avenue
Washington, D.C. 20420
Telephone: 321-205-4305
E-mail: Andrea.Wilson3@va.gov

Systems and Security Issues
Adrienne Ficchi, MBA, CHPSE, VHA-CM
Director, Health Care Security Requirements
Health Information Governance (HIG)
VHA, Office of Health Informatics (OHi) 10A7
810 Vermont Avenue, N.W.
Washington, D.C. 20420
Telephone: 215-823-5826
E-mail: Adrienne.Ficchi@va.gov

B. The CMS contacts are:

Program Issues
Terence Kane
Director, Division of Automated Verifications and SEP Policy
Marketplace Eligibility and Enrollment Group
Center for Consumer Information & Insurance Oversight
Centers for Medicare & Medicaid Services
7501 Wisconsin Avenue
Bethesda, MD 20814
Telephone: (301) 492-4449
Email: Terence.Kane@cms.hhs.gov

Medicaid/CHIP Issues
Brent Weaver
Director, Data and Systems Group
Center for Medicaid and CHIP Services
Centers for Medicare & Medicaid Services
7500 Security Boulevard
Mail Stop: S2-22-27
Location: S2-23-06
Baltimore, MD 21244-1850
Telephone: (410) 786-0070
Email: Brent.Weaver@cms.hhs.gov

Systems and Security
Nicole Graham
Information System Security Officer (ISSO)
Division of Marketplace IT Operations
Marketplace IT Group
Center for Consumer Information & Insurance Oversight
Centers for Medicare & Medicaid Services
7500 Security Boulevard
Baltimore, MD 21244
Telephone: (410) 786-2626
Email: Nicole.Graham1@cms.hhs.gov

Privacy and Agreement Issues
Barbara Demopulos
CMS Privacy Act Officer
Division of Security, Privacy Policy and Governance
Information Security and Privacy Group
Office of Information Technology
Centers for Medicare & Medicaid Services
7500 Security Boulevard
Location: Nl-14-56
Baltimore, MD 21244-1849
Telephone: (443) 608-2200
Email: Barbara.Demopulos@cms.hhs.gov

XVII. APPROVALS

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

A. Centers for Medicare & Medicaid Services Program & Approving Officials

The authorized program and approving 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 the organization to the terms of this agreement.

Approved by (Signature of Authorized CMS Program Official)

ELIZABETH E. PARISH -S

Digitally signed by ELIZABETH E. PARISH -S
Date: 2026.02.20 14:19:17 -05'00'

_____ Date _____

Elizabeth Parish
Deputy Director for Operations
Center for Consumer Information and Insurance Oversight
Centers for Medicare & Medicaid Services

B. Centers for Medicare & Medicaid Services Program & Approving Officials

The authorized program official, whose signatures appear below, accept and expressly agree to the terms and conditions expressed herein, confirm that no verbal agreements of any kind shall be binding or recognized, and hereby commit their respective organizations to the terms of this agreement.

Approved by (Signature of Authorized CMS Program Official)

SARA M. VITOLO -S Digitally signed by SARA M. VITOLO -S
Date: 2026.02.20 12:51:46 -05'00'

Date

Sara Vitolo
Deputy Director
Center for Medicaid and CHIP Services
Centers for Medicare & Medicaid Services

C. Centers for Medicare & Medicaid Services Program & Approving Officials

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 their respective Organization to the terms of this Agreement.

Approved by (Signature of Authorized CMS Approving Official)

PATRICK I. NEWBOLD -S2 Digitally signed by PATRICK I. NEWBOLD -S2 Date: 2026.02.20 15:00:26 -05'00' Date_____

Patrick Newbold
Chief Information Officer (CIO) & Director,
Office of Information Technology
Centers for Medicare & Medicaid Services

D. U.S. Department of Health and Human Services Data Integrity Board Official

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

Approved by (Signature of Authorized HHS DIB Official)

CLARK D. MINOR -S10

Digitally signed by CLARK D. MINOR -S10
Date: 2026.03.02 14:15:42 -05'00'

_____Date_____

Clark Minor
Chairperson
HHS Data Integrity Board
U.S. Department of Health and Human Services

E. Veterans Health Administration Approving Official

The authorized approving 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 organization to the terms of this Agreement.

Approved by (Signature of Authorized VHA Program Officials)

MARY BRADFORD Digitally signed by MARY BRADFORD Date: 2026.02.04 13:59:54 -06'00' Date 2/4/2026

Mary Bradford
Chief Operating Officer, VHA Member Services
U.S. Department of Veterans Affairs

RYAN HEIMAN Digitally signed by RYAN HEIMAN Date: 2026.02.05 09:35:59 -06'00' Date

Ryan Heiman
Acting Executive Director, VHA Member Services
U.S. Department of Veterans Affairs

F. U.S Department of Veterans Affairs Data Integrity Board Official

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

Approved by (Signature of Authorized VA DIB Official)

LISA ROSENMERKEL Digitally signed by LISA ROSENMERKEL Date: 2026.02.25 15:36:15 -05'00' Date 2/25/2026

Lisa Rosenmerkel
Chairman, Data Integrity Board
U.S. Department of Veterans Affairs

ATTACHMENT 1:
2025 Exchange Computer Matching Programs: Cost-Benefit Analysis