Do Not Pay Standard Agency Access Agreement

This Do Not Pay Standard Agency Access Agreement ("Agreement") establishes the terms under which

Department of Health and Human Services

("Client Agency") authorizes the U.S. Department of the Treasury, Bureau of the Fiscal Service ("Fiscal Service") to provide services relating to the identification, prevention, and/or recovery of improper payments ("Payment Integrity Services" or "Services") pursuant to the Do Not Pay program operating under 31 U.S.C. § 3554 to Client Agency and its sub-components, such as bureaus, agencies, and branches, or divisions (each individually, a "Client Agency Component" or "CAC"). For the purposes of the Agreement, "Client Agency" includes, where applicable, any CAC that has executed a Service Request Form, in the form attached hereto as Addendum A-1, and such other forms as Fiscal Service requires.

Client Agency is a/an (select one):

☑ Federal executive agency, including an office of inspector general
☐ Component of the federal legislative branch
☐ Component of the federal judicial branch
☐ Other: _____

1. Fiscal Service Authorities

The authorities applicable to Fiscal Service's provision of Services include:

a. 31 U.S.C. § 321 and 31 U.S.C. §§ 3321-3336;
b. Payment Integrity Information Act of 2019 ("PIIA"), 31 U.S.C. §§ 3351-58 (for Do Not Pay Portal and Analytics Services only);
c. OMB Memorandum M-21-19, Transmittal of Appendix C to OMB Circular A–123, Requirements for Payment Integrity Improvement (March 5, 2021);
d. OMB Memorandum M-25-32, Preventing Improper Payments and Protecting Privacy Through Do Not Pay (Aug. 20, 2025) (OMB M-25-32);
e. The Privacy Act of 1974, 5 U.S.C.§ 552a, as amended by the Computer Matching and Privacy Protection Act of 1988, Pub. L. No. 100-503, 102 Stat. 2507 (1988);
f. Executive Order 14249, 93 Fed. Reg. 14011 (March 28, 2025);
g. 31 CFR Part 1, Subpart C;
h. Treasury/Fiscal Service System of Records Notice (SORN) .002–Payment Records, 85 Fed. Reg. 11776, 11779 (February 27, 2020);
i. Treasury/Fiscal Service System of Records Notice (SORN) .013–Collection Records, 85 Fed. Reg. 11776, 11796 (February 27, 2020); and
j. Treasury/Fiscal Service SORN.017–Do Not Pay Payment Verification Records, 85 Fed. Reg. 11776, 11803 (February 27, 2020).

2. Fiscal Service Responsibilities

Fiscal Service will:

a. Provide Client Agency and, after execution and adjudication of appropriate forms, the CACs, the following Services, in accordance with its usual and customary service levels, which may change from time to time:
    i. Do Not Pay Working System Portal (which includes access to the Account Verification Service, where applicable);
    ii. Fiscal Service Payment Records;
    iii. Account Verification Service; and
    iv. Analytics.
b. Transmit the results of the Services listed above to Client Agency or CAC via an agreed-upon method.
c. Employ appropriate technical, physical, and administrative safeguards, in

compliance with its then-current requirements, which may be updated periodically.

d. Support the Client Agency and CACs, as applicable, in determining which data sources are authorized and appropriate for the Client Agency's or CAC's needs.
e. Limit access to Agency Data (as defined below) only to Fiscal Service personnel, fiscal and financial agents, and contractors who have a need-to-know for purposes of providing the Services, conduct analyses of aggregate data to improve the efficiency of the Services (unless prohibited by the Computer Matching and Privacy Protection Act), or except where required by law.
f. Not duplicate or redisclose records provided by the Client Agency or CAC, as applicable, except where required by law or essential to the conduct of the matching program.
g. Destroy, in accordance with Fiscal Service's standard procedures, all Agency Data (as defined below) received to provide the Services; provided, however, that Fiscal Service may retain one copy of the Agency Data as a record of its disclosure in accordance with the disclosure accounting and retention requirements of the Privacy Act, 5 U.S.C. §§ 552a(c)(1) and (2), as applicable or as otherwise required by laws, regulations or Fiscal Service's record retention schedules.

3. <u>Client Agency Responsibilities</u>

Client Agency and, where applicable, its CACs will:

a. Access the Services solely for the purposes of identifying, preventing, and/or recovering improper payments.
b. For each proposed category of use of the Services, complete a Program Access List (PAL), which is a form that Fiscal Service will furnish to the Client Agency and which the Client Agency will utilize to identify each agency program that will submit Agency Data (as defined below) to Fiscal Service under this Agreement and to provide other relevant information relating to the Services.
c. Execute all documents and take such other steps as Fiscal Service reasonably requires to provide the Services, including but not limited to completion of a Service Request Form, in the form attached hereto as Addendum A-1. Any subsequent Service Request Form(s) shall be numbered in sequence.
d. Transmit Client's Agency's/CAC payment information identified in the applicable Service Request Form ("Agency Data") in such format as Fiscal Service may reasonably require.
e. Comply with all Do Not Pay and Fiscal Service security and privacy requirements, including requirements identified in the applicable Service Request Form.
f. Comply with all applicable terms and conditions for the Services, including those in any addenda identified in the applicable Service Request Form, and with any additional terms and conditions as required by Fiscal Service, whether as a condition precedent or subsequent to receiving access to Services, as applicable.
g. Provide a copy of the Agreement to CACs before Fiscal Service provides Services to them and be responsible for their compliance with its provisions.
h. Provide a copy of all relevant terms and conditions, including any set forth in applicable addenda, to Client Agency/CAC personnel who access the Services and/or the results provided by the Services.
i. Ensure that Client Agency has, and its CACs have, the legal authority to transmit all Agency Data to Fiscal Service for the Services.
j. Prior to receiving the Services and anytime thereafter, Client Agency or its CACs will notify Fiscal Service of any legal restrictions in the Client Agency's or CAC's authorities that limit or prevent access to any of the Services' data sources.

k. Not access any databases that the Client Agency or CAC, as appropriate, is not eligible to access for the purpose of identifying, preventing, or recovering improper payments.
l. Ensure that Client Agency or its CACs, as applicable, have updated their applicable systems of records pursuant to the Privacy Act (5 U.S.C. § 552a), as amended, to comply with OMB M-25-32 before accessing the Do Not Pay working system.
m. Not transmit protected health information (PHI) to the Services unless the parties have otherwise expressly agreed in writing.
n. Not take adverse action against any individual based solely upon the results of the Services.
o. Take additional independent steps, when necessary or appropriate, to verify a benefit recipient's eligibility before taking any adverse action, when required by applicable law.
p. Make an independent judgment regarding the decision to certify a payment for disbursement or pursue recovery of a potentially improper payment.
q. Resolve potential payees' questions regarding their payments/non-payments, and not refer such questions to Fiscal Service.
r. Not transmit data to the Services on behalf of another agency or organization.
s. Not remove or change any copyright or other notices on results returned from the Services, when such notices are provided.
t. Comply with and require its personnel to comply with the Agreement, including any applicable Addenda identified in Section 2, as they may be modified from time to time.
u. Accept referrals from Fiscal Service for Freedom of Information Act (5 U.S.C. § 552 (FOIA)) requests for Agency Data and process such FOIA requests;
v. Meet with Fiscal Service on a set cadence to review the Services' results (including but not limited to: i) the actual or projected number and dollar amount of improper payments identified and/or prevented; ii) costs avoided or projected to be avoided through process improvements or other results of the analytics project (including, if applicable, savings from centralizing processes by the decision); and/or ii) other direct or indirect benefits flowing from the use of DNP products/services) and allow both parties the opportunity to provide feedback.

4. Provision of Services to CACs

Client Agency authorizes Fiscal Service to provide the Services to the Client Agency's CACs. Client Agency acknowledges that its CACs must agree to provide such data and take such steps as Fiscal Service reasonably requires to access the Services, which may include furnishing information regarding their proposed use(s) of the Services, information regarding their employees' access to the Services, execution of additional agreements and, where applicable, steps to comply with the Computer Matching and Privacy Protection Act of 1988.

5. Privacy and Data

a. Client Agency represents and warrants that it is, and any CAC(s) are, authorized to transmit Agency Data to the Services and to use the Services.
b. Client Agency will provide Fiscal Service with copies of such authority upon request.
c. Client Agency will retain full legal control over Agency Data it transmits to the Services for the purpose of compliance with the FOIA, records management, and other purposes.
d. Client Agency will limit access to the Fiscal Service-provided data only to Client Agency employees with a need to know, which may include Client Agency contractor staff. Client Agency will not share this data with any other Federal agency or third-party, without advance written permission from Fiscal Service. When Client Agency provides authorized access to Fiscal Service data,

it will inform each recipient of the confidentiality requirements applying to the data under this Agreement.

6. Computer Matching and Privacy Protection Act

a. Client Agency agrees not to transmit data to the Services that would result in the activities under this Agreement constituting a computer matching program under the Computer Matching and Privacy Protection Act of 1988, Pub. L. 100-503, 102 Stat. 2507 (1988) (the "Act") until both parties either: i) have complied with all provisions of the Act; or ii) are in compliance with a waiver of some or all of the Act's requirements as described in EO 14249 and related memoranda and guidance, and complied with all remaining requirements, if any.

b. Client Agency agrees to cooperate with Fiscal Service in taking all steps necessary to comply with these requirements.

c. Client Agency acknowledges and agrees that implementation of some of the Services may be delayed until such steps are completed.

d. CACs will be required to coordinate with Fiscal Service regarding the application of the Act to their use of the Services.

e. When Client Agency's use of the Service constitutes a matching program that is covered by an applicable waiver, Client Agency represents and warrants that:
   i. The only purposes of the matching program are identifying and preventing improper payments and conducting any related recovery activities by verifying through Do Not Pay prepayment or pre-award eligibility;
   ii. The matching program involves either:
      - One payment certifying agency's system(s) of records that maintain(s) information relevant and necessary for verifying payment or award eligibility and related recovery activities; or
      - A state, or agency thereof, responsible for reducing improper payments of a state-administered, federally funded program; and
   iii. The matching program involves verifying prepayment or pre-award eligibility in one or more of the eligible object classes set forth in Appendix II to OMB M-25-32.

f. When Client Agency's use of the Service includes a matching program that is covered by an applicable waiver, the waiver shall be effective for a period of four (4) years from the date of issuance. In such cases, the parties will either:
   i. Renew any such waiver, including completion of any necessary or appropriate documentation, prior to its expiration; or
   ii. Cease any such matching program activities on or before the date that the waiver expires or terminates.

7. Costs

Each party will bear its own costs in connection with the performance of its obligations under this Agreement.

8. Funding

This Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this Agreement. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

9. Notices

All notices required to be given herein shall be in writing and shall be delivered by email or by mail to the contacts listed below unless expressly stated otherwise herein. The

parties may update their own contact information by providing the other party a written notice of such change.

Type of Contact	Fiscal Service	Client Agency
General Contact	Justin Marsico Assistant Commissioner, FPFI U.S. Department of the Treasury Bureau of the Fiscal Service 801 9th Street, NW Washington, DC 20001 fpfioutreach@fiscal.treasury.gov	Teresa Miranda Deputy Assistant Secretary for Finance and Deputy Chief Financial Officer, Department of Health and Human Services 200 Independence Ave SW Washington, DC 20201 Teresa.Miranda@hhs.gov
Security Contact	David Ambrose Chief Security Officer Chief Information Security Officer Chief Privacy Officer U.S. Department of the Treasury Bureau of the Fiscal Service 801 9th Street, NW Washington, DC 20001 David.Ambrose@fiscal.treasury.gov	Christopher Bollerer Acting Chief Information Security Officer, Department of Health and Human Services 200 Independence Ave SW Washington, DC 20201 Christopher.Bollerer@hhs.gov
Privacy Contact	FPFI Privacy Team U.S. Department of the Treasury Bureau of the Fiscal Service 801 9th Street, NW Washington, DC 20001 OPI.Privacy@fiscal.treasury.gov	William Holzerland Deputy Chief FOIA Officer and Acting Privacy Officer, Department of Health and Human Services 200 Independence Ave SW Washington, DC 20201 William.Holzerland@hhs.gov

10. Disclaimers

a. Client Agency acknowledges that the occurrence or absence of a match is not conclusive evidence that the person identified in the search is in fact the individual or entity under review, but merely an indication that further examination is necessary. Client Agency is solely responsible for verifying and determining if the Do Not Pay match result is responsive and for resolving any discrepancies or inconsistencies that are necessary to make a positive identification. Client Agency is solely responsible for deciding whether to grant or deny a right, privilege, benefit, or payment.

b. Client Agency acknowledges and agrees that the Services may not be available at all times, either due to technical limitations of the Services or due to factors beyond Fiscal Service's control, including but not limited to communications failures, Acts of God, conflict or other factors. Moreover, Client Agency acknowledges and agrees that the Services may not be free of errors and that the results provided by the Services may contain erroneous data, which could result in erroneous results, including incorrect matches or failures to match. Fiscal Service provides the Services "as is" and makes no warranties regarding the Services, including but not limited to its fitness for a particular purpose.

c. Client Agency acknowledges and agrees that it retains sole responsibility for certifying payments and identifying, preventing, and recovering improper payments.

11. Severability

Nothing in this Agreement is intended to conflict with current statutes, regulation, or Fiscal Service directives, or guidance. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions shall remain in full force and effect.

12. No Private Right

This Agreement is between Client Agency and Fiscal Service. It neither creates nor confers any right or benefit that is substantive or procedural, enforceable by any third party against Client Agency, Fiscal Service, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by law, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction.

13. Privacy Act Penalties

The Privacy Act provides for civil and criminal penalties for the unauthorized disclosure of Privacy Act-protected information to unauthorized third parties. Each party understand that if it or one of its employee/agents willfully discloses any such protected information to a third party not authorized to receive it, the other party may choose to terminate this Agreement as a result. Additionally, pursuant to the terms of applicable law, penalties may apply. 5 U.S.C. §552a(i).

14. Issue Resolution

Client Agency and Fiscal Service acknowledge that they may have to address and resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and proposed modifications. Client Agency and Fiscal Service agree to appoint their respective points of contact to work in good faith to address and work toward resolving these issues in a timely manner.

15. Entire Agreement

This Agreement and the attached Addenda, as well as any amendments, constitute the entire agreement between the parties with regard to the Services provided by Fiscal Service under this Agreement. Any previous agreements between the parties, including any modifications thereto, regarding the Services is superseded as of the date this Agreement is signed by both parties.

16. Amendments

This Agreement may be amended upon the mutual written consent of the parties. Any such amendments must be approved and executed by authorized personnel from both parties in order to be effective.

17. Counterparts

This Agreement may be executed in two or more counterparts (and by different parties on separate counterparts), each of which will be an original, but which together will constitute one and the same instrument.

18. Effective Date and Termination

a. This Agreement is effective on the date this Agreement is signed by both parties and will not expire until terminated by either party.
b. Either party may terminate this Agreement upon 60 days prior written notice to the other party.

19. Annual Review

Fiscal Service and Client Agency will discuss once per calendar year, on or around the anniversary of the effective date of this Agreement, the efficacy of the Services and whether any modifications to the Agreement may be warranted. The parties may engage in such discussions more frequently if necessary or desired.

20. Liability

a. Fiscal Service will not be liable for failure to provide Services, for incorrect results, or for any other losses regardless of whether those incorrect results arise from inaccuracies in its own data, data provided by Fiscal Service's agents or the agents' contractors, or data received from or through Client Agency.

b. Fiscal Service makes no representations or warranties that the services provided under this Agreement will satisfy Client Agency's legal obligations under applicable executive orders, PIIA, or any other applicable law or regulation (if any), including but not limited to Client Agency's obligation to conduct a thorough review of available databases with relevant information on eligibility to determine program or award eligibility and prevent improper payments before the release of any Federal funds.

c. Client Agency acknowledges and agrees that Fiscal Service shall not be liable for any costs, fees, losses, or damages of any kind incurred by Client Agency, its CACs, or any third party as a result of its use of the Services.

U.S. Department of the Treasury
Bureau of the Fiscal Service

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Justin Marsico
Assistant Commissioner
Fraud Prevention and Financial Integrity

4/2/26
Date

David J. Ambrose

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David J. Ambrose
Chief Security Officer
Chief Information Security Officer
Chief Privacy Officer

4/3/26
Date

Department of Health and Human Services

Teresa V. Miranda -S

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Teresa Miranda
Deputy Assistant Secretary for Finance
Deputy Chief Financial Officer

04/02/2026
Date