

**COMPUTER MATCHING AGREEMENT
BETWEEN
DEFENSE MANPOWER DATA CENTER, DEPARTMENT OF DEFENSE
AND
THE DEPARTMENT OF VETERANS AFFAIRS
FOR
VERIFICATION OF DISABILITY COMPENSATION AND PENSION
CMA # 87**

I. INTRODUCTION AND BACKGROUND

A. Supersede

This computer matching agreement (CMA) between the Defense Manpower Data Center (DMDC) of the Department of Defense (DoD) and the Veterans Benefits Administration (VBA) of the Department of Veterans Affairs (VA) supersedes all existing data exchange agreements or memoranda of understanding applicable to the exchange of personal data pertaining to VA disability compensation and pension recipients who have returned to active duty.

B. Guidance

This agreement between DoD and VA is executed to comply with the Privacy Act of 1974, 5 U.S.C. 552a, as amended, and with the regulations promulgated thereunder including computer matching portions of revised Office of Management and Budget (OMB) Circular No. A-108, Federal Agency Responsibilities for Review, Reporting, and Publication under the Privacy Act (December 23, 2016).

C. Abbreviations and Definitions

1. **Disclose and Disclosure:** The release outside the agency or department of information or data, with or without consent of the individual or individuals; to whom the data pertains, either by VA or DoD.
2. **DMDC:** Defense Manpower Data Center, DoD Center Monterey Bay, 400 Gigling Road, Seaside, CA 93955.
3. **DoD:** Department of Defense.
4. **FR:** Federal Register, when used for citation purposes with the volume number and page number. Example: 58 FR 12345. Information about the FR can be found at <https://www.archives.gov/federal-register/the-federal-register/about.html>.
5. **Matching Program:** As defined in subsection (a)(8) of the Privacy Act, will also mean that this particular matching program meets the criteria of a computer match of two automated systems of records where the purpose is to verify the eligibility of, and or continued compliance with statutory and regulatory requirements by, recipients of

payments made under Federal benefit programs as defined in subsection (a)(12) of the Privacy Act.

6. OMB: Office of Management and Budget.
7. Privacy Act: The Privacy Act of 1974, as amended, 5 U.S.C. 552a.
8. Recipient Agency: As defined in subsection (a)(9) of the Privacy Act, will mean Veterans Benefits Administration, the agency receiving the records and actually performing the computer match (i.e., the matching agency).
9. Source Agency: As defined in subsection (a)(11) of the Privacy Act, will mean the DMDC, the agency initially disclosing the records for the purpose of this computer match.
10. DOD_EDID_PN_ID: DoD Electronic Data Interchange Person Identifier.
11. DOD_VA_PNL: DoD VA Personnel Name
12. DOD_VA_GRAS: DoD VA Guard Reserve Active Service
13. DOD_VA_PN_XR: DoD VA: Person Cross Reference
14. U.S.C.: United States Code.
15. VA: Department of Veterans Affairs, Veterans Benefits Administration.
16. VADIR: The VA/DoD Identity Repository (VADIR) is a distributed database system of select data tables shared between the VA and DMDC production environments using replication technology. VADIR provides authoritative data from both DoD and VA to support consistent identification of beneficiaries, registration, automated eligibility determinations, and common business functions for VA beneficiaries.

D. Background

38 U.S.C. 5304(c), Prohibition Against Duplication of Benefits, prohibits payment of VA compensation or pension pay to military members for any period for which such person receives active duty service pay. VA has the obligation to verify whether or not a Veteran is on active duty and to ensure the member has been discharged before benefits are paid. If a Veteran returns to active duty at a later date, VA must also terminate all benefits being paid.

II. PURPOSE AND LEGAL AUTHORITY

A. Purpose of the Matching Program

1. The purpose of this agreement is to verify an individual's continuing eligibility for VA benefits by identifying VA disability benefit recipients who return to active duty and to ensure that benefits are terminated if appropriate.
2. VA maintains the VA-DoD Identity Repository (VADIR), a database used for benefits administration. DMDC provides identifying information on active duty personnel (including full-time members of the National Guard and Reserve) in VADIR. VA provides identifying information on disability compensation and pension recipients in VADIR. VA will use the data in VADIR to identify those recipients who have returned to active duty and are ineligible to receive VA compensation or pension so that benefits can be adjusted or terminated, if in order.

B. Legal Authority

The legal authority for conducting the matching program for use in the administration of VA's Compensation and Pension Benefits Programs is contained in 38 U.S.C. 5304(c), Prohibition Against Duplication of Benefits, which precludes pension, compensation, or retirement pay on account of any person's own service, for any period for which he receives active duty pay. The head of any Federal department or agency shall provide, pursuant to 38 U.S.C. 5106, such information as requested by VA for the purpose of determining eligibility for, or amount of benefits, or verifying other information with respect thereto.

III. JUSTIFICATION AND ANTICIPATED RESULTS

A. Justification

The parties to this agreement have determined that a computer match is the most efficient, expeditious, and effective mean of obtaining the information needed by VA to identify ineligible VA disability compensation and pension recipients who have returned to active duty. This matching agreement will make possible the identification of those Veterans who have returned to active duty, but are still receiving disability compensation or pension. If this identification is not accomplished by computer matching, but is done manually, the cost would be prohibitive and it is possible that not all individuals would be identified.

B. Anticipated Results

Based on the cost-benefit analysis, VA expects to save \$10.2 million over the life of this matching agreement. See Attachment 1.

IV. DESCRIPTION OF THE MATCH AND RECORDS INVOLVED

A. Description of the Match

1. VBA will provide identified data elements of individual VA disability compensation and pension recipients in VADIR. DMDC will provide identified data elements of military members who are currently serving on active duty in VADIR. The primary key used in VADIR to identify and cross-reference data for a specific individual is the DoD

Electronic Data Interchange Person Identifier (DOD_EDID_PN_ID). VA will perform a computer match using all ten digits of the DOD_EDID_PN_IDs of VA disability compensation and pension recipients in VADIR against members identified in VADIR as currently serving on active duty. VADIR contains records for active duty military members, including Reserve and National Guard personnel who are on active duty. For matched records, VA will use the DOD_EDID_PN_ID to obtain the member's name, branch of service, and unit designation, and other required data elements from additional VADIR Tables. VBA is responsible for verifying and determining that the matches are consistent with its source data and for resolving all discrepancies or inconsistencies on an individual basis. VBA will also be responsible for making final determinations as to positive identification, eligibility for benefits, and verifying any other information with respect thereto.

2. The listing will be sorted by VA file number and Regional Office number. VA will then take necessary action to terminate compensation or pension payments of any benefit recipient identified as being on active duty while receiving compensation or pension pay after following the verification of procedures detailed in this agreement.

B. Number of Records and Data Elements Involved

1. The data exchange provided by VA will contain information on approximately 5.1 million disability compensation and pension recipients. The data elements to be used for the match are listed in Attachment 2.
2. The DMDC computer database file contains approximately 2.5 million records of currently affiliated active duty military members, including National Guard and Reserve personnel.
3. VA will use VADIR to match the DOD_EDID_PN_IDs in the VA_PAY against the DOD_VA_PNL and DOD_VA_GRAS tables. The DOD_VA_PNL and DOD_VA_GRAS tables provide data elements of the member's branch of service, and date of entry (DOE) on active duty. VA will further match by DOD_EDID_PN_ID against the DOD_VA_PN and DOD_VA_PN_XR tables of VADIR to obtain data elements of the member's name and SSN. See attachment 3.

C. Privacy Act Systems of Records

1. VA will use the system of records identified as "VA Compensation, Pension, Education and Vocational Rehabilitation and Employment Records -VA" (58 VA 21/22/28), published at 74 FR 29275 (June 19, 2009), and last amended at 77 FR 42593 (July 19, 2012). Attachment 4 is a copy of the system notice with the appropriate routine use i.e., 39.
2. DoD will use the system of records identified as DMDC 02 DoD, Defense Enrollment Eligibility Reporting System, July 27, 2016, 81 FR 49210. Attachment 5 is a copy of the system notice with the appropriate routine use, i.e., RU 4.a.

V. RECORDS ACCURACY ASSESSMENT

A. Recipient Agency

VA records are from Compensation and Pension Corporate Records maintained at the Hines Benefits Delivery Center. They contain information provided by Compensation recipients and obtained from official sources such as service department records. Previous matches with the same files indicate that VA records are at least 99% accurate.

B. Source Agency

DMDC records are extracts of personnel records, which have been provided by the military services. Experience with the use of these records for other business applications and analyses performed by DMDC show these records to be at least 99% accurate. DMDC has been diligent in withholding or flagging any records which might appear problematic and any records that do not match on two primary identity data elements (i.e., name and SSN).

VI. STARTING AND COMPLETION DATES

A. Transmittal Letter Begins Review Time

When this agreement is approved and signed by the Chairpersons of the respective Data Integrity Boards (DIB), VA, as the recipient agency, will submit this 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.

B. Matching Notice Publication

VA will forward the public notice of the proposed matching program for publication in the FR, as required by subsection (e)(12) of the Privacy Act, following a 30-day review period by 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 DMDC.

C. Effective Date of Agreement

The effective date of the matching agreement and date when matching may actually begin shall be 30 days after publication of the matching notice in the FR.

D. Duration of the Agreement

This agreement shall be valid for 18 months from the effective date of the agreement and may be renewed by the agencies for a period of time not to exceed one year, if each agency's program manager certifies to its respective Data Integrity Board that:

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

2. The matching program has been conducted in compliance with the original agreement.

It shall be the responsibility of the recipient agency to draft the renewal. If either agency does not wish to renew this agreement, it should notify the other of its intentions not to extend at least 90 days before the expiration of the agreement. This agreement may be modified at any time with the consent of each agency. The modification must be in writing, satisfy the requirements of the Privacy Act and OMB Circular A-108, and be approved by the agencies' respective DIBs.

E. Frequency of Matching

VA will use data in the VADIR database to conduct a match when the review/publication requirements have been satisfied and thereafter on a monthly basis.

F. Termination

Either agency may unilaterally terminate this agreement upon written notice to the other agency requesting termination, in which case, the termination shall be effective 90 days after the date of the notice, or at a later date specified in the notice so long as either date does not exceed either the original or the extended completion date of the match.

VII. NOTICE PROCEDURES TO RECORD SUBJECTS

A. Individual Notice

Subsection (o)(1)(D) of the Privacy Act requires an agency to implement procedures for providing individualized notice at the time of application, and notice periodically thereafter, to applicants for and recipients of payments under Federal benefits programs. VA provides individualized (direct) notice to all applicants who apply for disability compensation or pension that the information provided on the application (VA Form 21-526, Application for Compensation or Pension) is subject to computer matches with other agencies. The application will inform all applicants that information obtained through matching programs may be used to determine eligibility for benefits and may be used by VA to verify any information provided.

B. Constructive Notice

Any deficiencies as to direct notice procedures to the individual for the matching program in paragraph VII (A), above, are cured by the constructive or indirect notice that will be accorded record subjects by agency publication in the Federal Register of both the applicable routine use notice, as required by subsection (e)(11) of the Privacy Act, permitting disclosures of information for purposes of verifying eligibility for continued receipt of disability compensation or pension and 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 eligibility for disability compensation or pension.

VIII. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST

A. Verification Procedures

1. VA is responsible for verifying and determining if the data resulting from the match is consistent with the data in the VA disability compensation or pension files and for resolving all discrepancies or inconsistencies as to the positive identification on an individual basis.
2. VA will screen the initial data to verify that the matched individual is in fact a recipient of VA disability compensation or pension. VA will do this by annually comparing the match results with VA's case files to verify the identity of the individual and will conduct independent inquiries when necessary to resolve questionable identities.
3. VA will independently investigate and verify any discrepancies resulting from the match, prior to taking any adverse actions (i.e., termination of disability compensation or pension payments) against an individual.

B. Opportunity to Contest Findings

Sixty days before taking any adverse action based on the information resulting from the match, VA agrees to provide all individuals for whom VA decides such adverse action is necessary, written notice that will inform the individual:

1. That VA has received information from DMDC that indicates that the individual is serving on active duty or was serving on active duty during a period when the individual was also in receipt of compensation or pension pay. The notice will further advise that disability compensation or pension cannot be legally paid while the individual is serving and receiving active duty pay and that action must be taken to terminate such VA payments and to recoup those amounts that have been overpaid.
2. That he or she has the right to present new evidence, the right to a hearing, and has 60 days in which to contest and respond to the information provided by VA.
3. That unless the individual notifies VA that the information is not accurate within 60 days from the date of the notice, VA will conclude that the data provided is correct and will take appropriate action regarding the individual's payments. If the individual verifies the accuracy of the adverse information, VA will take the proposed action immediately. Upon completion of the adverse action, VA will notify the individual of appellate rights, amount of overpayment, if any, and procedures for requesting waiver of the overpayment.

IX. SECURITY PROCEDURES

- A. Both DoD and VA agree to comply with the requirements of the Federal Information Security Management Act (FISMA); 44 U.S.C. § 3541 et seq.; related OMB circulars and memoranda, such as Circular A-108, Federal Agency Responsibilities for Review, Reporting, and Publication

under the Privacy Act (December 23, 2016); Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information (January 3, 2017); and Memorandum M-06-16, Protection of Sensitive Agency Information (June 23, 2006); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize and will implement, if mandated, the laws, regulations, NIST standards, and OMB directives including subsequent publications to the effective date relating to the subject of this agreement.

FISMA requirements apply to all Federal contractors, organizations, or sources that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency. The recipient agency is responsible for oversight and compliance of their contractors and agents.

B. DoD and VA will safeguard information provided under this agreement as follows:

1. The Privacy Act requires that each matching agreement specify procedures for ensuring the administrative, technical, and physical security of the records matched and the results of such programs (5 U.S.C. § 552a(o)(1)(G)). Each agency shall establish appropriate administrative, technical, and physical safeguards to assure the security, confidentiality of records, and to protect against any anticipated threats or hazard to their security or integrity, which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom information is maintained.
2. Access to the records matched and to any records created by the match will be restricted only to those authorized employees and officials who need it to perform their official duties in connection with the uses of the information authorized in this agreement.
3. The records matched and any records created by the match will be stored in a controlled area accessible only to authorized users.
4. The records matched and any records created by the match will be processed under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the records, and in such a manner that unauthorized persons cannot retrieve any such records by means of computer, remote terminal or other means. Access to the record storage area is restricted to those personnel with a valid requirement and authorization to enter. Only authorized personnel will transport the records matched and those created by the match. Such transport shall be under appropriate safeguards consistent with the manner in which the records are stored and processed.
5. All personnel who will have access to the records exchanged and to any records created by this exchange will be advised of the confidential nature of the information, the safeguards required to protect the information and the civil and criminal sanctions for noncompliance contained in applicable Federal Laws.

C. DoD may make onsite inspections or make other provisions to ensure VA is maintaining adequate safeguards.

D. Incident Reporting

If VA experiences a breach of PII or security incident, they will notify DoD's points of contact named in Section XIII of this CMA and, dodhra.dodc-mb.dmdc.list.privacy-office@mail.mil for a breach of PII, and dodhra.dodc-mb.dmdc.list.ir-team@mail.mil for security incidents within 1 hour of the incident.

X. RECORDS USAGE, DUPLICATION AND REDISCLOSURE RESTRICTIONS

A. Each agency agrees to the following limitations on the access to, and disclosure and use of, the electronic files and information provided by the other agency:

1. That the data provided as part of the matching program will remain the property of the providing agency.
2. That the data supplied by each agency and the records created by the match will be used only for the purposes of, and to the extent necessary in the administration of the matching program or as otherwise authorized by applicable law.
3. That the data provided by each agency will not be used to extract information concerning individuals therein for any purpose not specified in this agreement.
4. That the data provided by each agency will be duplicated or disseminated within or outside the recipient agency only as authorized by law.
5. That information resulting from the matching program may be disclosed for follow-up and verification or for civil or criminal law enforcement or prosecution if the match uncovers activity that warrants such action.

B. Both agencies will keep an accurate accounting of disclosures from an individual's record as required by subsection (c) of the Privacy Act. This accounting is mandated so as to permit record subjects to know how their personal information is being used; to enable the agency to inform past recipients of disputed or corrected information; and to provide an audit trail for any subsequent reviews of agency compliance with subsection (b) of the Privacy Act pertaining to conditions of disclosure. VA will retain the identifiable records only for the period of time required for any processing related to the matching program and then will destroy the records unless the information has to be retained in order to meet evidentiary requirements. In the latter instance, identifiable records will be retired in accordance with Federal Records retention schedule (44 U.S.C. § 3303a).

XI. COMPTROLLER GENERAL ACCESS

The Government Accountability Office (Comptroller General) of the United States may have access to all DoD and VA records as necessary to monitor and verify compliance with this agreement.

XII. REIMBURSEMENT

Expenses incurred by this data exchange will not involve any payments or reimbursements between DoD and VA. Cost adjustments however, may be made in the future between the agencies. VA and DoD may make such adjustments by means of a reimbursable agreement between the two agencies.

XIII. POINTS OF CONTACT

The VA contacts are:

Program Issues

Eric Robinson, Lead Program Analyst
Compensation Service
Veterans Benefits Administration
Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20420
Telephone: 202-443-6016
E-mail: Eric.Robinson3@va.gov

Systems Operations

Scott Fagan, Business Applications Analyst
Compensation Service
810 Vermont Avenue, NW
Washington, DC 20420
Telephone: (402) 420-4233
E-mail: scott.fagan@va.gov

Security Operations

Yancy McPherson
Information System Security Officer (ISSO)
District 2, Southern Territory
Service Operations – Enterprise Security Operations
6437 Garners Ferry Road
Columbia, SC 29209
Email: Yancy.McPherson@va.gov
Telephone: (803) 647-2339

XIII. POINTS OF CONTACT (cont'd)

The DoD contacts are:

Matching Agreement:

Zachary A. Parker
Management Analyst
DPCLTD
4800 Mark Center Drive
Alexandria, VA 22350
Telephone: (703) 571-0088
Email: zachary.a.parker2.civ@mail.mil

Systems Operations

Abby Pfeiffer
IT Specialist, Program Manager
Defense Manpower Data Center
400 Gigling Road
Seaside, CA 93955-6771
Telephone: (831) 583-2400 ext. 4542
E-mail: abby.l.pfeiffer.civ@mail.mil

Privacy Issues

Samuel Peterson
Privacy Chief
Defense Manpower Data Center
400 Gigling Road
Seaside, CA 93955-6771
Telephone: (831) 583-2400 ext. 4457
E-mail: samuel.m.peterson2.civ@mail.mil

Security Issues

Victoria J. Galante
Information System Security Officer
Defense Manpower Data Center
400 Gigling Road
Seaside, CA 93955-6771
Telephone: 831-583-2400x5447
Email: victoria.j.galante.civ@mail.mil

DEPARTMENT OF DEFENSE

XIV. APPROVALS

A. DoD Program Official

The authorized program official, whose signature appears below, accepts and expressly agrees to all the terms and conditions, included herein, confirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits DMDC to the terms of this agreement.

SORRENTO.MICHAEL. V.1399639162

Digitally signed by
SORRENTO.MICHAEL.V.1399639162
Date: 2018.11.30 17:51:44 -05'00'

Michael V. Sorrento
Director, Defense Manpower Data Center
4800 Mark Center Drive
Suite 04E25
Alexandria, VA 22350

Date

DEPARTMENT OF DEFENSE

XIV. APPROVALS

B. Data Integrity Board

The respective Data Integrity Board, having reviewed this agreement and finding that it complies with applicable statutory and regulatory guidelines, signifies its respective collective approval thereof by the signature of the below official.

CHUNG.JOO.Y Digitally signed by
CHUNG.JOO.Y.1512306507
Date: 2018.12.20 17:01:14
+05'00'
.1512306507

Joo Y. Chung
Chairperson
Defense Integrity Board
Department of Defense

Date

XIV. APPROVALS (cont'd)

A. VA Program Official

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

BETH A. MURPHY Digitally signed by BETH
A. MURPHY 302388
302388 Date: 2018.10.25
12:29:36 -04'00'

Beth Murphy, Director
Compensation Service
Veterans Benefits Administration
Department of Veterans Affairs

Date

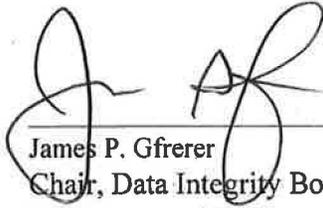
Cheryl J Digitally signed by
Cheryl J Rawls 195502
Rawls 195502 Date: 2018.11.13
14:28:09 -05'00'

Cheryl Rawls, Director
Pension & Fiduciary Service
Veterans Benefits Administration
Department of Veterans Affairs

Date

B. Data Integrity Board

The respective Data Integrity Board, having reviewed this agreement and finding that it complies with applicable statutory and regulatory guidelines, signifies its collective approval thereof by the signature of the official below.



James P. Gfrerer
Chair, Data Integrity Board
Department of Veterans Affairs

Date 4/10/2019