

**COMPUTER MATCHING AGREEMENT
BETWEEN THE SOCIAL SECURITY ADMINISTRATION
AND
THE DEPARTMENT OF VETERANS AFFAIRS
VETERANS BENEFITS ADMINISTRATION
Match #1309**

I. Parties

The parties to this Computer Matching Agreement (Agreement) are the Department of Veterans Affairs (VA), Veterans Benefits Administration (VBA), as the matching source agency and the Social Security Administration (SSA), as the matching recipient agency.

II. Purpose

This Agreement sets forth the terms, conditions, and safeguards under which VBA will provide SSA with VA compensation and pension payment data. This disclosure will provide SSA with information necessary to verify an individual's self-certification of eligibility for the Medicare Prescription Drug (Medicare Part D) subsidy (Extra Help). It will also enable SSA to identify individuals who may qualify for Extra Help as part of the agency's Medicare outreach efforts.

III. Legal Authority

This Agreement is executed under the Privacy Act of 1974, 5 U.S.C. § 552a, as amended by the Computer Matching and Privacy Protection Act (CMPPA) of 1988, Public Law (Pub. L.) 100-503, 102 Stat. 2507 (1988), as amended, and the Computer Matching and Privacy Protection Amendments of 1990, and the regulations and guidance promulgated thereunder.

The CMPPA applies when computerized comparisons of Privacy Act-protected records contained within a Federal agency's databases and the records of another organization are made in order to determine an individual's eligibility to receive a Federal benefit. The CMPPA 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.

The legal authorities for SSA to conduct this computer matching are sections 1144(a)(1) and (b)(1), and 1860D 14(a)(3) of the Social Security Act (Act) (42 U.S.C. §§ 1320b-14(a)(1) and (b)(1), 1395w 114(a)(3)).

Section 1144(a)(1) and (b)(1) of the Act [42 U.S.C. §§ 1320b-14(a)(1) and (b)(1)] concerns the SSA's outreach efforts to increase awareness of the availability of Medicare cost-sharing and subsidies for low-income individuals under Title XVIII of the Act (Medicare).

Section 1860D-14(a)(3) of the Act [42 U.S.C. §§ 1395w-114(a)(3)] concerns the Medicare coverage gap discount program that makes manufacturer discounts available to eligible Medicare beneficiaries receiving applicable, covered Part D drugs, while in the coverage gap.

IV. **Definitions**

- A. “Compensation and Pension Payment Data” means information pertaining to compensation and pension benefits paid to anyone by VA based on an individual’s military service.
- B. “Medicare Outreach Efforts” means SSA activities designed to identify and notify Medicare beneficiaries under section 1144 of the Act who may be eligible for:

(1) medical assistance for payment of the cost of Medicare cost-sharing under the Medicaid program, and

(2) Medicare prescription drug subsidies.

SSA provides lists of those who received notification about Medicare cost-sharing assistance to the state agencies that administer Medicare Savings Programs (MSP).

- C. “Extra Help” means the low-income subsidy assistance that Medicare beneficiaries receive under the Medicare prescription drug program if they have limited income and resources. SSA certifies to the Department of Health and Human Services that a beneficiary can receive Extra Help to pay for Medicare prescription drug plan costs, such as monthly premiums, annual deductibles, and prescription co-payments.

V. **Responsibilities of the Parties**

A. VA

1. On a monthly basis, VA will disclose VA compensation and pension payment data to SSA.
2. The components responsible for this disclosure on behalf of VA are the VBA’s Compensation Service and Pension and Fiduciary Service.

B. SSA

SSA will perform the following functions after the match of name, Social Security number (SSN) and date of birth (DOB) have been verified:

1. SSA will match VA’s data with data in SSA’s Medicare Database system of records, 60-0321, to verify an individual’s self-certification of eligibility for Extra Help.
2. SSA will use VA’s data to screen Medicare-eligible individuals for potential Extra Help eligibility.
3. SSA will use VA’s data to determine an individual’s eligibility for Extra Help and to identify such individuals to the state agencies that administer MSP,

unless those individuals do not consent to share their information with the state agencies.

4. SSA will use VA's data to identify potential MSP-eligible individuals and will share lists of those individuals with the state agencies that administer MSP, unless those individuals do not consent to share their information with the state agencies.
5. SSA will provide Congress and the Office of Management and Budget (OMB) with notice of this program and will publish the required matching notice in the Federal Register (Fed. Reg.).

VI. Justification and Anticipated Results

A. Justification

Under section 1860D-14 of the Act, SSA is required to determine the eligibility of applicants who self-certify their income, resources, and family size for Extra Help. SSA is responsible for verifying, on a pre-enrollment basis, an applicant's income, and resource allegations. SSA periodically redetermines the eligibility and subsidy amount for these individuals, thereafter. In addition, section 1144 of the Act requires SSA to conduct outreach efforts for MSP and subsidized Medicare prescription drug coverage.

SSA and VA have determined that a computer matching program is the most efficient, expeditious, and effective means for SSA to obtain and process the income and resource information from VA/VBA to verify self-certified income and resource information submitted for initial applications and redeterminations. This matching program will result in cost-savings for SSA, reduce the enrollment burden on Medicare beneficiaries, and expedite the enrollment process. No other administrative activity can accomplish this purpose with the same degree of efficiency.

B. Anticipated Results

SSA estimates that this matching program increased accuracy of its subsidy determinations, and provided cost-savings by reducing the need for manual verifications by field offices (FO) of all income and resource allegations on Medicare Part D subsidy initial and redetermination applications. FOs avoided manual verification of 470 initial applications and 476 redetermination applications for a total cost-savings of approximately \$27,469. SSA estimates that the cost of operating this computer match with VA was about \$136,860, for a benefit-to-cost ratio of 0.20:1. VA does not expect any savings as a result of this matching program. See Attachment for the Cost Benefit Analysis (CBA).

While the CBA determined this match was not cost effective in fiscal year (FY) 2021, Section 1144 of the Act requires SSA to conduct outreach efforts for the Medicare Savings Programs and subsidized Medicare prescription drug coverage. Therefore, we recommend the continuation of this matching operation

VII. Description of Matched Records

A. Systems of Records

- VA will provide SSA with electronic files containing compensation and pension payment data from its Compensation, Pension, Education, and Vocational Rehabilitation and Employment Records-VA (58VA21/22/28), last amended at 86 Fed. Reg. 61858 (November 8, 2021). Routine use # 30 permits disclosure of the subject records for matching purposes.

For this match, SSA will match the VA information with its Medicare Database (MDB) File, 60-0321, last fully published at 71 Fed. Reg. 42159 (July 25, 2006) and amended at 72 Fed. Reg. 69723 (December 10, 2007) and 83 Fed. Reg. 54969 (November 1, 2018).

The information in these systems of records may be updated during the effective period of this agreement as required by the Privacy Act.

B. Number of Records

VA's data file will consist of approximately 7.5 million electronic records. The SSA comparison file contains approximately 110 million records obtained from the MDB. The number of people who apply for Extra Help determines in part the number of records matched.

C. Specified Data Elements

SSA will conduct the match using the SSN, name, DOB, and VA claim number on both the VA file and the MDB.

D. Frequency of Matching

VA will transmit data to SSA via an encrypted monthly batch process.

VIII. Accuracy Assessments

The SSA Enumeration System used for SSN matching is 100 percent accurate based on SSA's Office of Analytics, Review, and Oversight (FY 2018 Enumeration Accuracy Review Report, April 2019).

SSA does not have an accuracy assessment specific to the data elements listed in this Agreement. However, SSA conducts periodic, statistically valid, stewardship (payment accuracy) reviews, in which the benefits or payments listed in this Agreement are included as items available for review and correction.

IX. Procedures for Individualized Notice

SSA will provide direct notice, in writing, to all applicants or representative payees at the time of their application for Medicare benefits that SSA will match their records

against those of other agencies to verify their eligibility. SSA will periodically provide similar notices to all recipients at least once during the life of the match. SSA will provide such notice in English or Spanish with alternative options available for the blind or visually impaired. SSA will also publish notice of this matching program in the Federal Register, in accordance with the requirements of the Privacy Act and OMB guidelines.

VA will notify all applicants who apply for VA benefits that VA will conduct matching programs. VA's notice consists of appropriate language printed on its application forms or a separate handout with appropriate language, when necessary. VA will provide subsequent notices to its beneficiaries as required. VA's subsequent notice consists of appropriate language mailed by check stuffer or letter to all potentially affected beneficiaries.

X. Verification Procedure and Opportunity to Contest

Before making an unfavorable decision on an Extra Help application or redetermination based on the information received from VA, SSA will provide a written Pre-Decisional Notice (for initial Extra Help applications) to each applicant or Notice of Planned Action (for redeterminations) to each beneficiary when SSA decides such adverse action is necessary. The notice will inform the individual of the match findings and provide the following information:

- A. SSA has received information from VA pertaining to receipt of a compensation or pension payment, which indicates that an adverse action affecting the individual's eligibility for subsidy assistance is necessary.
- B. The individual has a specified number of days from the date of the notice to contact SSA to contest the Pre-Decisional Notice or the Notice of Planned Action and submit evidence, if required, to support a decision that SSA should award a full or partial subsidy.
- C. Unless the individual notifies SSA otherwise within the specified timeframe, SSA will conclude that the data VA provides is correct and will make the necessary adjustment to the individual's Extra Help initial application or redetermination application. SSA will consider failure to respond to the notice sufficient justification for taking the adverse action. SSA will permit further appeals of adverse action as described in applicable instructions and regulations.

XI. Procedures for Retention and Timely Destruction of Records

SSA will retain the electronic files received from VA only for the period of time required for any processing related to the matching program and will then either return the files to VA or destroy all such data by electronic purging, unless SSA or VA is required to retain the information in order to meet evidentiary requirements.

SSA may retain some information verified as a result of this match in the individual's file folders in order to meet evidentiary requirements. In case of such retention for evidentiary purposes, SSA will retire the retained data in accordance with the

applicable Federal Records Retention Schedule (44 U.S.C. § 3303a) N1-047-05-001 (applicable sections based on the type of claim).

XII. Records Usage, Duplication, and Redislosure Restrictions

- A. SSA will adhere to the following limitations on the use, duplication, and disclosure of the electronic files and data that VA provides to SSA:
1. SSA will use and access the files VA provides only for the purposes described in this agreement.
 2. SSA will not use the data to extract information concerning individuals therein for any purpose not specified in this agreement.
 3. SSA will not duplicate or disseminate the files VA provides within or outside SSA without the written permission of VA, except as required by Federal law. Prior to making such redislosure, SSA will give notice to VA and obtain approval of VA's Data Integrity Board (DIB). VA will not give such permission unless the law requires disclosure, or the disclosure is essential to the conduct of the matching program. For such permission, SSA must specify in writing which data it requests be duplicated or disseminated and to whom, the reasons that justify such duplication or dissemination, and identify the statutory authority requiring redislosure, or explain how the redislosure meets the "essential" standard established under the Privacy Act and interpreted in OMB guidance.
- B. Both parties will keep an accurate accounting of disclosures from an individual's records as required by the Privacy Act at 5 U.S.C. § 552a(c).

XIII. Security Procedures

SSA and VA will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016) and Memorandum M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize and will implement the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal

information systems on behalf of an agency. Both agencies are responsible for oversight and compliance of their contractors and agents.

A. Breach Reporting

If SSA or VA suspects or confirms a breach, as defined by OMB M-17-12 or suspects or experiences an incident involving the loss or breach of PII provided by SSA or VA under the terms of this Agreement, they will follow the breach reporting guidelines issued by OMB and agency policy. In the event of a reportable breach under OMB guidance involving PII, the agency experiencing the breach is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team, the agency's privacy office). In addition, the agency experiencing the breach (e.g., electronic or paper) will notify the other agency's Systems Security Contact named in this Agreement. If VA is unable to speak with the SSA Systems Security Contact within one hour or if for some other reason notifying the SSA Systems Security Contact is not practicable (e.g., it is outside of the normal business hours), VA will call SSA's National Network Service Center toll free at 1-877-697-4889. SSA must also notify VA's Systems Security Contact and the VA Network and Security Operations Center (1 800-877-4328) within one hour. If SSA is unable to speak with VA's Systems Security Contact within one hour, SSA will contact the VA Enterprise Service Desk: 855-NSD-HELP (855-673-4357).

B. Breach Notification

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

C. Administrative Safeguards

SSA and VA will restrict access to the data matched and to any data created by the match to only those users (e.g., employees, contractors) who need it to perform their official duties in connection with the uses of the data authorized in this Agreement. Further, SSA and VA will advise all personnel who have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

D. Physical Safeguards

SSA and VA will store the data matched and any data created by the match in an area that is physically and technologically secure from access by unauthorized persons at all times (e.g., door locks, card keys, biometric identifiers). Only authorized personnel will transport the data matched and any data created by the match. SSA and VA will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

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

F. Application of Policies and Procedures

SSA and VA will adopt policies and procedures to ensure SSA uses the information contained in SSA records or obtained from VA solely as provided in this agreement. SSA and VA will comply with these policies and procedures and any subsequent revisions.

G. Security Assessments

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 800-37 further encourages that this type of reciprocity is best achieved when agencies are transparent and make available sufficient evidence regarding the security state of an information system so that an authorizing official from another organization can use that evidence to make credible, risk-based decisions regarding the operation and use of that system or the information it processes, stores, or transmits. Consistent with that guidance, the parties agree to make available to each other upon request system security evidence for the purpose of making risk-based decisions. Requests for this information may be made by either party at any time throughout the duration or any extension of this agreement.

XIV. Comptroller General Access

The Government Accountability Office (Comptroller General) may have access to all VA and SSA data, it deems necessary, in order to verify compliance with this agreement, including those contained and covered by an SSA and VA system of records disclosure pursuant to 5 U.S.C. § 552a(b)(10).

XV. Reimbursement

Due to the nominal costs of services associated with providing data to SSA under this agreement, VA waives recovery of the costs pursuant to the Economy Act (31 U.S.C. § 1535). Therefore, there will be no exchange of federal funds between the parties to this Agreement. Should VA determine in the future that the cost of providing services is significant; SSA and VA may establish a reimbursable agreement allowing for cost adjustments.

XVI. Duration, Modification, and Termination

A. Effective Date

The effective date of this agreement is March 6, 2023, provided that SSA reported the proposal to reestablish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016), and SSA published notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(12).

B. Duration

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

C. Renewal

The Data Integrity Boards (DIB) of VA and SSA may, within 3 months prior to the expiration of this agreement, renew this agreement for a period not to exceed 12 months if VA and SSA can certify to their DIBs that:

1. The matching program will be conducted without change; and
2. VA and SSA have conducted the matching program in compliance with the original agreement.

If either party does not want to continue this program, it must notify the other agency of its intention not to continue at least 90 days before the end of the period of the agreement.

D. Modification

The parties may modify this agreement at any time by a written modification, agreed to by both parties, and approved by the DIB of each agency.

E. Termination

The parties may terminate this agreement at any time with the consent of both parties. Either party may unilaterally terminate this agreement upon written notice to the other party, 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.

SSA and VA may immediately and unilaterally suspend the data flow under this agreement or terminate this agreement if SSA or VA:

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

2. Determines that either party has violated or failed to follow the terms of this agreement; or
3. Has reason to believe that either party breached the terms for security of data. If either party suspends the data flow in accordance with this subsection, the parties will suspend the data until it makes a final determination of a breach.

XVII. Integration Clause

This agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other data exchange agreements between the parties that pertain to the disclosure of the specified VA compensation and pension payment data by VA to SSA for the purposes described herein. SSA and VA 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.

XVIII. Persons to Contact

A. Social Security Administration Contacts:

Matching Agreement Issues

Neil Etter
 Government Information Specialist
 Office of the General Counsel
 Office of Privacy and Disclosure
 Social Security Administration
 6401 Security Boulevard, G-401 WHR Building
 Baltimore, MD 21235
 Telephone: (410) 965-8028
 Email: Neil.Etter@ssa.gov

Project Coordinator

Stephanie Meilinger
 Office of Data Exchange, Policy Publications, and International Negotiations
 Office of Data Exchange
 6401 Security Boulevard, 4700 Annex Building
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 Telephone: (410) 966-0476
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Systems Security Contact

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

Email: Jennifer.Rutz@ssa.gov

Computer Systems

Angil Escobar
Branch Chief
OEIS/DDE/Verifications and Exchanges Analysts Branch
Enterprise Information Systems
Office of Systems
Social Security Administration
6401 Security Boulevard, 3-E-2-F Robert M. Ball Building
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Telephone: (410) 965-7213
Email: Angil.Escobar@ssa.gov

Program Policy

Lindsay Noonan
Team Leader
Death Processing & Medicare Team
Office of Earnings, Enumeration, and Medicare Policy
Office of Income Security Programs
6401 Security Boulevard, 2-J-15-A Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 965-9041
Email: Lindsay.Noonan@ssa.gov

B. Department of Veteran Affairs Contacts:

Matching Agreement Issues

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Program Analyst
Compensation Service
Inter-Agency Data Sharing & Military Operations (212C)
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Veterans Benefits Administration
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Computer Systems

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Senior Business Application Analyst
Compensation Service
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Email: Scott.Fagan@va.gov

Systems Security

Tamer F. Ahmed

Information Systems Security Officer

End User Operations (EUO) – Enterprise Security Operations (ESO) IT
Operations and Services (ITOPS)

Office of Information and Technology (OIT) 810 Vermont Avenue, NW
Washington, DC 20420

Telephone: (202) 461-9306

GFE Mobile: (202) 578-7559

Email: Tamer.Ahmed@va.gov

XIX. Signatures¹

A. DEPARTMENT OF VETERANS AFFAIRS:

Source Agency Certification:

As the authorized representatives of the source agency named above, I certify that I have competent authority on behalf of VA to enter into the obligations set forth in this agreement.

BETH MURPHY Digitally signed by BETH MURPHY Date: 2022.09.08 13:10:36 -0400 Date 09/08/2022

Beth Murphy
Executive Director, Compensation Service
Department of Veterans Affairs

NILIJAH CARTER Digitally signed by NILIJAH CARTER Date: 2022.09.09 08:41:25 -0400 Date 09/09/2022

Dr. Nilijah E. Carter
Executive Director, Pension and Fiduciary
Department of Veterans Affairs

Data Integrity Board Certification:



John D. Oswalt
105322

Date 10/21/2022

John Oswalt
Chair, Data Integrity Board
Department of Veterans Affairs

¹ **Electronic Signature Acknowledgement:** The signatories may sign this document electronically by using an approved electronic signature process. By signing this document electronically, the signatory agrees that the signature they provide has the same meaning and legal validity and effect as a handwritten signature.

B. SOCIAL SECURITY ADMINISTRATION:

Recipient Agency Certification:

As the authorized representatives of the recipient agency named above, I certify that I have competent authority on behalf of SSA to enter into the obligations set forth in this agreement.

Michelle Christ Digitally signed by Michelle Christ
Date: 2022.07.28 12:37:39 -04'00'

_____ Date _____

Michelle Christ
Acting Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

Data Integrity Board Certification:

Matthew Ramsey Digitally signed by Matthew Ramsey
Date: 2022.10.03 21:13:23 -04'00'

_____ Date _____

Matthew D. Ramsey
Chair, Data Integrity Board
Social Security Administration

Cost Benefit Analysis:

Cost Benefit Analysis for Medicare Part D Matching Operation between Social Security Administration (SSA) and the Department of Veterans Affairs (VA) (Match #1309)

Objective of the matching operation

The purpose of the matching operation is to verify attestations regarding income and resources made by claimants for Medicare Part D prescription drug subsidy assistance under the Medicare Modernization Act (MMA) of 2003.

Background

The MMA provides deductible and co-payment subsidies for certain low-income individuals to receive Part D premium. The MMA requires that we take applications and determine eligibility for this subsidy program, since lawmakers designed the program to assist individuals with limited financial means in paying for the prescription drug coverage. We automatically deem eligible individuals who have Medicare and receive Supplemental Security Income (SSI) or Medicaid, or who participate in the Medicare Savings Program. SSA determines eligibility for full or partial subsidy by comparing income and resource information provided by applicants with income and resource data available in our systems, as well as data obtained through matching agreements with other agencies.

Methodology

The Office of Data Exchange, Policy Publications, and International Negotiations (ODEPPIN) reviewed initial and redetermination subsidy application data for beneficiaries who have matching income or resource data from SSA and the VA.

Specifically, ODEPPIN identified the number of applications excluded from the verification process to determine the cost-savings for avoiding verification of income and resource application data for beneficiaries, who applied for and are receiving Medicare Part D subsidies. We identified and eliminated applications denied during the screening out process from the counts even though they still go through the matching process. We concentrated on capturing data for cases awarded or denied due to the computer matching process, without manual intervention.

Benefits

The benefit of conducting this matching operation is the increased accuracy of our subsidy determinations, and the cost-savings gained by reducing the need for manual verifications by field offices (FO) of all income and resource allegations on Medicare Part D subsidy initial and redetermination applications.

The Office of Public Service and Operations Support reported an average development time of 21.44 minutes for initial applications and 16.63 minutes for redetermination

applications. Through this matching operation, the FOs avoided manual verification of 470 initial applications and 476 redetermination applications for a total cost-savings of approximately **\$27,469**.

Costs

For this data exchange, the Office of Systems reported estimated systems costs of **\$136,860**. There are no interagency agreement costs for this computer matching operation.

Conclusion

Although the benefit-to-cost ratio is **0.20:1**, Section 1144 of the Act requires SSA to conduct outreach efforts for the Medicare Savings Program and subsidized Medicare prescription drug coverage. Therefore, we recommend the continuation of this matching operation.

**Cost Benefit Analysis for
Medicare Part D Matching Operation between
Social Security Administration (SSA) and the Department of Veterans
Affairs (VA) (Match #1309)**

Cost Summary

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|--|------------------|
| Interagency Agreement Cost (not applicable for VA) | N/A |
| Systems Costs (Office of Systems, Budget Staff) | \$136,860 |
| Total Costs | \$136,860 |

Benefits Summary (Verification Costs Avoided due to Match)

| | |
|--|--------------------|
| Number of Initial Application Verifications Avoided | 470 |
| Unit Cost for Initial Application Verification ² | \$32.73 |
| Total Initial Application Verification Costs Avoided due to Match | \$15,383.00 |

| | |
|--|--------------------|
| Number of Redetermination Verifications Avoided | 476 |
| Unit Cost for Redetermination Verification ¹ | \$25.39 |
| Total Redetermination Verification Costs Avoided due to Match | \$12,086.00 |

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|---------------------------------------|-----|
| Total Number of Verifications Avoided | 946 |
|---------------------------------------|-----|

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|----------------------|-----------------|
| Total Benefit | \$27,469 |
|----------------------|-----------------|

| | |
|------------------------------|-----------------|
| Benefit-to-Cost Ratio | 0.20 : 1 |
|------------------------------|-----------------|

² Unit costs are calculated using unit times provided by the Office of Public Service and Operations Support, and FO cost per workyear and overhead rates provided by the Office of Finance.