

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

**Effective: June 11, 2015
Expiration: December 10, 2016
Match #1050**

I. Purpose

This agreement sets forth the terms, conditions, and safeguards under which the Social Security Administration (SSA) will disclose tax return information from SSA's Earnings Recording and Self-Employment Income System (also referred to as the Master Earnings File (MEF)) to the Department of Veterans Affairs (VA), Veterans Benefits Administration (VBA). This disclosure will provide VA with data to update the master records of VA applicants and beneficiaries, including Veterans and survivors, and their eligible dependent(s) who are receiving income-dependent benefits. This disclosure will also provide VA with data to determine the continued eligibility of those receiving income-dependent benefits and those beneficiaries who are receiving disability compensation at the 100 percent rate because of unemployability, identified in Article II of this agreement, and allow VA to adjust or discontinue benefits accordingly.

II. Legal Authority

This agreement is executed in compliance with the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, and the regulations and guidance promulgated thereunder, and relevant provisions of the Internal Revenue Code (IRC), 26 U.S.C. § 6103.

Legal authority for the disclosures under this agreement is 38 U.S.C. § 5106, which requires Federal agencies to furnish VA with information the VA Secretary may request for determining eligibility for or the amount of VA benefits.

The IRC, 26 U.S.C. § 6103(l)(7), authorizes the disclosure of tax return information with respect to net earnings from self-employment and wages, as defined by relevant sections of the IRC, to Federal, state, and local agencies administering certain benefit programs. The programs covered under this agreement are:

1. Needs-based pensions provided under 38 U.S.C. Chapter 15 or under any law administered by the Secretary of Veterans Affairs;
2. Dependency and indemnity compensation to parents under 38 U.S.C. § 1315; and,
3. Programs under 38 U.S.C. Chapter 11 for Veterans who are receiving compensation at the 100 percent rate because the Veterans' disabilities prevent them from engaging in gainful employment.

III. Responsibilities of the Parties

A. VA Responsibilities

1. VA will provide SSA with an electronic file in a format defined by SSA that contains the Social Security number (SSN), name, date of birth, and report year for each applicant, beneficiary, or eligible dependent(s) for whom tax return information is being requested.
2. VA 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 (FR).

B. SSA Responsibilities

1. SSA will disclose data from SSA's MEF to VA.
2. If the SSN of the VA applicant, beneficiary, or dependent(s) submitted to SSA verifies, SSA will return a response to VA that includes earnings data (employer identification and addresses, wage amounts from Form W-2, and earnings amounts from self-employment), SSN verification code, verified SSN, death indicator, annual total wages, and earnings report type on the record subject.
3. If the SSN of the VA applicant, beneficiary, or dependent(s) submitted to SSA fails to verify, SSA will return a response to VA indicating that the SSN did not verify.

IV. Justification and Anticipated Results

A. Justification

VA must verify the income information submitted by income-dependent applicants and beneficiaries. 38 U.S.C. § 5106 requires that Federal agencies disclose information requested by VA to VA for determining eligibility for VA benefits or amounts of VA benefits. Section 6103(l)(7) of the IRC also requires SSA to disclose tax return information to VA, upon written request. The most cost-effective and efficient way to verify the statements of applicants for, and recipients of, VA benefits is through a computer match.

B. Anticipated Results

VA expects net savings of over \$2 million per year over the life of this agreement by performing this matching program. SSA does not expect any savings as a result of this matching program. VA estimates the return on investment to be 1.24:1. The specifics of the estimated savings are contained in the attached cost-benefit analysis.

V. Description of Matched Records

A. Systems of Records

1. SSA will disclose to VA the necessary tax return information from the MEF, 60-0059, published at 71 FR 1819 (January 11, 2006). SSA's routine use for disclosures to VA from the MEF is number 25. The Numident (Master Files of Social Security Number (SSN) Holders and SSN Applications, SSA/OEEAS, 60-0058) published at 75 FR 82121 (December 29, 2010) is also accessed for SSN verification purposes. SSA's routine use for disclosures to VA from the Numident is number 14.
2. VA will match the SSA data with data in its system of records (SOR) entitled "Compensation, Pension, Education, and Vocational Rehabilitation and Employment Records-VA (58VA21/22/28)," republished with updated name at 74 FR 14865 (April 1, 2009) and last amended at 77 FR 42593 (July 19, 2012). VA's routine uses for disclosure to SSA for this match are numbers 8 and 39.

B. Specified Data Elements

1. VA will provide SSA with an electronic file in a format defined by SSA that contains the SSN, name, date of birth, and report year for each applicant, beneficiary, and eligible dependent(s) for whom tax return information is being requested.
2. SSA will verify the SSNs furnished by VA using the Numident.
 - a. If the SSN of the VA applicant, beneficiary, or dependent(s) submitted to SSA fails to verify, SSA will return a response to VA indicating that the SSN did not verify.
 - b. If the SSN of the VA applicant, beneficiary, or dependent(s) submitted to SSA verifies, SSA will return a response to VA that includes earnings data (employer identification and addresses, wage amounts from Form W-2, and earnings amounts from self-employment), SSN verification code, verified SSN, death indicator, annual total wages, and earnings report type on the record subject.

C. Number of Records

VA will provide SSA with information annually concerning approximately 1.25 million applicants for, or beneficiaries and dependent(s) thereof, VA compensation and pension benefits through the process of two distinct data exchanges cited in part D of this Article.

D. Frequency of Matching

The matching program conducted under this agreement will take place through the following processes:

1. For those beneficiaries receiving benefits cited in Article II, VA will conduct this match periodically and upon request. SSA will provide VA with the most recent tax year available.
2. For applicants applying for benefits cited in Article II, VA will conduct this match weekly. SSA will provide VA with tax information for the most recent three years available.

VI. Accuracy Assessments

A. SSA Records

Based on internal consistency checks and SSN/name verification procedures before a payment record is created, SSA estimates that SSA records are 99 percent accurate. The correctness of the tax return information is generally contingent upon the correctness of the information provided by the payer of the income.

B. VA Records

Previous matches with the same files indicate that based on the verification of the name and SSN in VA records, VA records are 99 percent accurate, and that based on internal verification procedures at least 99 percent of the information relating to name, SSN, and benefit information is accurate.

VII. Procedures for Individualized Notice

A. Applicants

VA and SSA will notify each applicant who applies for benefits that the information provided on the applicant's application is subject to computer matches with other agencies. VA's notice consists of appropriate language printed on its application forms or on a separate handout. VA's notice will inform all applicants that VA may use information obtained through matching programs to verify any information given to VA by the applicant. SSA's notice consists of appropriate language printed on its application forms or a separate handout with appropriate language when necessary. The Internal Revenue Service (IRS) also provides standard disclosure and Privacy Act notice, which advises taxpayers that IRS may share their tax return information with other Federal and state agencies to determine entitlement to benefits.

B. Beneficiaries

VA and SSA will provide subsequent periodic notices to beneficiaries as required. VA's notice consists of appropriate language mailed by check stuffer or letter to all affected beneficiaries. SSA's notice consists of a yearly mailing to all beneficiaries describing SSA's matching activities.

VIII. Verification Procedure and Opportunity to Contest

A. Consistent with OMB guidance, published at 54 FR 25818, 25827 (June 19, 1989), VBA will combine the independent verification and notice requirements for VBA applicants and beneficiaries into a single step, as explained in paragraphs b and c below. VBA expects that compressing these two steps will reduce the overpayments and underpayments created by delays in processing the match. Records of payments reported as being made by any component of the Department of Treasury, including interest on Federal tax refunds, do not require separate verification. While such reports are considered verified upon receipt by VBA, they are return information subject to all of the use and disclosure restrictions provided in IRC 6103, IRS Publication 1075, *Tax Information Security Guidelines for Federal, State, and Local Agencies*, and this agreement.

1. Applicants

- a. VBA will attempt to independently verify the return information reported by the match by contacting the recipient and or the source of the income.
- b. As part of the development of the claim and in order to compress the steps, VBA will simultaneously provide notice of its attempted independent verification to the applicant and his or her representative. Although 38 U.S.C. § 5317(b) requires VA to take appropriate steps to independently verify income information obtained through its matching programs with the IRS and SSA, no statute or regulation prescribes a specific time period for VBA's independent verification. VA regulations, 38 C.F.R. § 3.159(b), provide applicants 30 days to respond to VA's notice of evidence required to substantiate a claim. Therefore, the notice will state that VBA provides 30 days for the applicant to submit evidence for the purpose of showing that the amount identified in the match is incorrect.
- c. The independent verification notice advises that, unless the applicant submits evidence to the contrary, VBA will conclude that the information discovered is correct and, if benefits are due, will calculate the initial award of benefits accordingly.
- d. An applicant may waive the 30-day notice period if he or she confirms the information found in the match.

2. Beneficiaries

- a. VBA will attempt to independently verify the return information reported by the match by contacting the recipient and or the source of the income.
- b. In order to compress the steps, VBA will simultaneously provide notice to the beneficiary and his or her representative. VA regulations, 38 C.F.R. § 3.103(b)(2), prohibit VA from reducing, suspending, or terminating benefits unless VA has provided the beneficiary with notice of its proposed adverse action and 60 days to submit evidence showing that VA should not take such action. Therefore, the notice will state that VBA allows 60 days for the

beneficiary to submit evidence for the purpose of showing that VBA should not take adverse action. The notice will contain the following information:

- i. The proposed decision and the reason(s) for the decision.
 - ii. Notice that unless the beneficiary responds to the proposed adverse action within 60 days, VBA will conclude that the return information is correct and take necessary action regarding payment of benefits to the beneficiary.
 - iii. Beneficiaries may waive the 60-day due process period by confirming the information found in the match.
- c. For those beneficiaries in which VBA does not mail a compressed letter, VA will issue separate independent verification and due process letters requiring a minimum of 30 days for the independent verification letter and 60 days for the due process letter.
- B. Upon completion of the processing of the claim or adverse action, VBA will notify the applicant or beneficiary of the administrative appeal rights, the amount of any overpayment, and procedures for requesting waiver of recovery of an overpayment.

IX. Procedures for Retention and Timely Destruction of Records

A. VA will:

1. Maintain all identifiable records received from SSA in accordance with the IRC, 26 U.S.C. § 6103(p)(4). VA will destroy information generated by the match as soon as the information has served the match's purpose and all legal retention requirements have been met. A written report will be provided to the appropriate officials describing such manner of destruction as required by the IRC, 26 U.S.C. § 6103(p)(4)(F).
 2. Not create a separate file or SOR, which consists of information concerning only those individuals who are involved in the specific matching program except as necessary to control or verify the information. VA will destroy any information created for this use as soon as it has served the match's purpose and all legal retention requirements have been met.
- B. SSA provides the tax return data to VA using the files with identifying information provided by VA. These files are the only identifiable records SSA uses in the course of the matching program. SSA will delete the electronic files provided by VA when the match is complete.
- C. Neither SSA nor VA will create a permanent file or separate system consisting of information concerning only those individuals who are involved in this matching program.

X. Records Usage, Duplication, and Redislosure Restrictions

SSA and VA will adhere to the following limitations on the use, duplication, and disclosure of the electronic files and data provided by the other agency under this agreement:

- A. SSA and VA will use and access the data only for the purposes described in this agreement.
- B. SSA and VA will not use the data to extract information concerning individuals therein for any purpose not specified in this agreement.
- C. SSA and VA will not duplicate or disseminate the data, within or outside their respective agencies, without the written permission of the other agency. SSA and VA will not give such permission unless the law requires disclosure or the disclosure is essential to the matching program. For such permission, the agency requesting permission must specify in writing: (1) what data it is requesting be duplicated or disseminated; (2) to whom the data is being duplicated or disseminated; and (3) the reasons that justify such duplication or dissemination.

XI. Security Procedures

SSA and VA will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. §§ 3541-3549; related OMB circulars and memoranda, such as Circular A-130, *Management of Federal Information Resources* (Nov. 28, 2000), 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 Regulation. 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 subsequently 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. Loss Reporting

If either SSA or VA experience a loss of PII provided by SSA or VA under the terms of this agreement, they will follow the OMB loss reporting guidelines (OMB M-06-19, *Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security into IT Investments* (July 12, 2006)). In the event of an incident involving the loss or potential loss of PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness

Team). In addition, the agency experiencing the loss of PII 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. If SSA is unable to speak with VA's Systems Security Contact within one hour, SSA will contact the VA Network and Security Operations Center at 1-800-877-4328.

If either SSA or VA experience incidents of unauthorized inspections or disclosures of return information, they must report it to the Treasury Inspector General for Tax Administration and the IRS Office of Safeguards.

B. Breach Notification

SSA and VA will follow PII breach notification policies and related procedures as required by OMB M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information (May 22, 2007).

VA must also follow VA's data breach policies and procedures as set forth in Public Law 109-461, 38 C.F.R. Part 75, VA Handbook 6500, and Office of Information & Technology guidance when responding to a breach of PII.

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 authorized employees and officials 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. 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 that each agency uses the information contained in their respective records or obtained from each other solely as provided in this agreement. SSA and VA will comply with these policies and procedures and any subsequent revisions.

G. Onsite Inspection

SSA and VA have the right to monitor the other agency's compliance with FISMA and OMB M-06-16 requirements. Both agencies have the right to make onsite inspections for auditing compliance, if necessary, for the duration or any extension of this agreement.

H. Tax Information

VA will comply with all Federal Safeguards Requirements pursuant to the IRC, 26 U.S.C. § 6103(p)(4), and as required by the IRS, including those described in [IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies \(www.irs.gov\)\(www.irs.gov\)](http://www.irs.gov/publications/p1075.html).

If VA does not have a currently approved Safeguard Procedures Report (SPR), VA will submit a new SPR to the IRS' Office of Safeguards within 45 days of the execution of this agreement detailing how all data received from SSA is processed and protected from unauthorized disclosure.

XII. Comptroller General Access

In accordance with applicable Federal law, including the IRC, 26 U.S.C. § 6103, and the Privacy Act, 5 U.S.C. § 552a(o)(1)(K), the Government Accountability Office (Comptroller General) may have access to all VA and SSA data, as necessary, to monitor or verify compliance with this agreement.

XIII. Reimbursement

Pursuant to 38 U.S.C. § 5106, SSA is statutorily required to provide the information requested by VA under this agreement at no cost to VA.

XIV. Duration, Modification, and Termination

A. Effective Date:

The effective date of this agreement is June 11, 2015, provided that the following notice periods have lapsed: 30 days from the date VA publishes a Computer Matching Notice in the FR; 40 days from the date of the matching program notice that is sent to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A); and 40 days from the date of the matching program notice that is sent to OMB.

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

1. Determines that VA has used or disclosed the information in an unauthorized manner;
2. Determines that VA has violated or failed to follow the terms of this agreement; or

3. Has reason to believe that VA breached the terms for security of data. If SSA suspends the data flow in accordance with this subsection, SSA will suspend the data until SSA makes a final determination of a breach.

XV. Persons to Contact

A. SSA contacts:

Computer Systems

Mr. Rick Hyde, Branch Chief
DIVES/Data Exchange Branch
Office of Earnings, Enumeration, and Administrative Systems
Office of Systems
6401 Security Boulevard, 3108 (3-C-3) Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 965-3490/Fax: (410) 966-3147
E-mail: Rick.Hyde@ssa.gov

Matching Agreement

Mr. Donald Scott, Government Information Specialist
Office of Privacy and Disclosure
Office of the General Counsel
6401 Security Boulevard, 617 Altmeyer
Baltimore, MD 21235
Telephone: (410) 965-8850/Fax: (410) 594-0115
E-mail: Donald.Scott@ssa.gov

Systems Security

Mr. Michael G. Johnson, Director
Division of Compliance and Oversight
Office of Information Security
Office of Systems
Suite 3105 Annex Building
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Baltimore, MD 21235
Telephone: (410) 965-0266/Fax: (410) 597-0845
E-mail: Michael.G.Johnson@ssa.gov

B. VA contacts:

Matching Agreement

Jennifer Copeland
Pension & Fiduciary Service
810 Vermont Avenue NW, 21PF

Washington, DC 20420
Telephone: (202) 632-8863
E-mail: Jennifer.Copeland@va.gov

Computer Systems

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1800 G Street, NW
Washington, DC 20006
Telephone: (202) 461-9923
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Pension & Fiduciary Service
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Systems Security

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Certified Information Systems Security Professional
Southern Area Network ISO
9500 Bay Pines Boulevard
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Telephone: (727) 319-5954/Fax: (727) 319-7785
E-mail: Jessica.Carriveau@va.gov

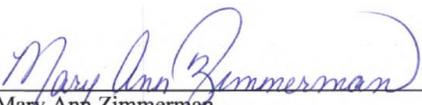
XVI. Integration Clause

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 SSA's disclosure of the specified data from its MEF to VA 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.

XVII. Authorized Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this agreement.

SOCIAL SECURITY ADMINISTRATION

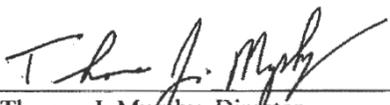


Mary Ann Zimmerman
Acting Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel
Date March 24, 2015

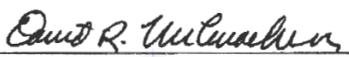


Kirsten J. Moncada
Chair
Data Integrity Board
Date April 30, 2015

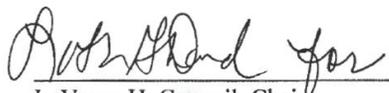
DEPARTMENT OF VETERANS AFFAIRS



Thomas J. Murphy, Director
Compensation Service
Date: 7/17/15



David R. McLenachen, Director
Pension and Fiduciary Service
Date: 7/17/15



LaVerne H. Council, Chair
Data Integrity Board
Date: 7/22/2015

Attachment
Cost-Benefit Analysis

COST BENEFIT ANALYSIS
Veterans Benefits Administration
FY 2013

COSTS

Salaries, fringe benefits and other personnel costs in administering the matching program	\$10,308,012
Non-payroll	\$655,178
Billing for Internal Revenue Service (IRS) ¹	\$257,207
Total Costs	\$11,220,397

BENEFITS

Recovered overpayments and debts	\$6,762,674
Cost avoidance – Amount of monthly benefits saved as a result of disqualification from the benefit program or reduction of benefits	\$7,158,923
Total Benefits	\$13,921,597
Net Benefit	\$2,701,200

¹ VA obtains and combines, where applicable, earned income from the SSA CMA and unearned income from the IRS CMA. Therefore, the costs and benefits are a total of the two CMAs. The benefits of the match exceed the costs by 12 million. The savings make this match worthwhile.

Cost-Benefit Analysis for Fiscal Year (FY) 2013
Federal Tax Information Match

For

Department of Veterans Affairs (VA)
Veterans Benefits Administration (VBA)

From

Internal Revenue Service (IRS)
and
Social Security Administration (SSA)

I. Objective

The purpose of this matching program is to provide VA with federal tax information to determine the eligibility, or continued eligibility, of income-dependent benefits and disability compensation at the 100 percent rate because of unemployability. VA obtains and combines, where applicable, earned income from the SSA computer matching agreement (CMA) and unearned income from the IRS CMA. Therefore, the cost benefit analysis covers both agreements.

II. Program Level Matching

VA will provide SSA with an electronic file that contains the SSN, name, date of birth, and report year for each applicant, beneficiary, and eligible dependent(s) for whom tax return information is being requested. VA will provide SSA with information annually concerning approximately 1.25 million applicants for, or beneficiaries and dependent(s) thereof, VA compensation and pension benefits.

SSA will verify the SSNs furnished by VA. If the SSN of the VA applicant, beneficiary, or dependent(s) submitted to SSA fails to verify, SSA will return a response to VA indicating that the SSN did not verify. If the SSN of the VA applicant, beneficiary, or dependent(s) submitted to SSA verifies, SSA will return a response to VA that includes earnings data (employer identification and addresses, wage amounts from Form W-2, and earnings amounts from self-employment), SSN verification code, verified SSN, death indicator, annual total wages, and earnings report type on the record subject.

III. Percentage and Number of Potential Hits

Prior to FY 2013, VA would send a file to IRS and SSA containing all VA beneficiaries of income-dependent benefits and disability compensation at the 100 percent rate because of unemployability. The last year VA sent a full file was in FY 2012 and it contained information on 746,098 beneficiaries. In response, VA received 52,784 records (7.07%) requiring action on the claim. The matches from FY 2012 are included in FY 2013 savings. VBA temporarily suspended this match to allow for development of an electronic post-award-audit (PAA) process to replace the paper process. VA is working with the Office of Information and Technology (OI&T) to finalize the necessary system requirements and anticipates implementing the PAA process in the FY2015.

VBA implemented upfront verification of income in FY 2013. Upfront verification allows VA to verify the income of pension applicants using historical tax information. In FY 2013, VA sent over 100,000 files for upfront verification to IRS and SSA. Due to system limitations, VA is unable to obtain the number of matches returned.

IV. Dollar Value of Potential Loss Avoidance

The amount of monthly benefits saved as a result of disqualification from the benefit program or reduction of benefits is estimated at \$7.1 million dollars.

V. Description of Any “Non-Dollar” Factors Regarding the Match

Under 26 U.S.C. § 6103(l)(7)(D)(viii) and 38 U.S.C. § 5317, VA has authority to obtain and use federal tax information to determine a claimant’s or beneficiary’s entitlement to the benefits listed in section 5317(c).

This allowed VA to eliminate approximately 150,000 eligibility verification reports annually redirect more than 100 employees in eliminating the claims backlog.

VI. Costs For Conducting This Computer Matching Activity

VBA estimates the costs for conducting this match is \$11.2 million based on salaries, fringe benefits, non-payroll, and reimbursement to IRS.

VII. Total Cash Collected as a Result of the Computer Matching Activity

In FY 2013, VBA recovered over \$6.7 million in overpayments and debts created due to this match.

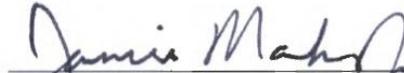
VIII. Conclusion

Based on the total costs of 11.2 million and total benefits of 13.9 million, VBA saves approximately \$2.7 million by conducting this match. In addition, VBA implemented upfront verification, eliminating EVRs in the process and redirecting those resources to other claims. Therefore, VBA recommends continuance of this matching program.

Signatory Authority


David McLenachen, Director
Pension and Fiduciary Service

Approve/Disapprove


Jamie Manker
Chief Financial Officer