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

Effective: December 11, 2017
Expiration: June 10, 2019
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)) system of records to the Department of Veterans Affairs (VA), Veterans Benefits Administration (VBA). This disclosure will provide VA/VBA with data to update the master records of VA/VBA applicants and beneficiaries, including Veterans and survivors, and their eligible dependent(s) who are receiving income-dependent benefits. This disclosure will also provide VA/VBA 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/VBA to adjust or discontinue benefits accordingly.

II. Legal Authority


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(1)(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. VANBA Responsibilities

1. VANBA 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, and eligible dependent(s) for whom tax return information is being requested.

2. VANBA 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.).

B. SSA Responsibilities

1. SSA will disclose data from SSA's MEF to VANBA.

2. If the SSN of the VANBA applicant, beneficiary, or dependent(s) submitted to SSA verifies, SSA will return a response to VANBA 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/VBA 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/VBA 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 VANBA benefits or amounts of VA/VBA benefits. Section 6103(1)(7) of the IRC also requires SSA to disclose tax return information to VANBA, upon written request. The most cost-effective and efficient way to verify the statements of applicants for, and recipients of, VA/VBA benefits is through a computer match.

B. Anticipated Results
Based upon VA/VBA's Cost Benefits Analysis for fiscal year 2016, VA/VBA's estimated total costs were $15,551,034. VA/VBA's estimated total benefits was $68,913,100, including recovered overpayments and debts and cost avoidance gained from the amount of monthly benefits saved as a result of disqualification from benefit programs, reduction of benefits, or granting benefits at a lower rate using income reported under this agreement. The net benefit as a result of this matching program was $53.3 million and the cost to benefit ratio was 4.43:1.

SSA does not expect any savings for any SSA programs as a result from this matching program. SSA and VA/VBA do not expect significant changes in costs and benefits for the life of this agreement.

V. Description of Matched Records

A. Systems of Records

1. SSA will disclose to VANBA the necessary tax return information from the MEF, 60-0059 last fully published at 71 Fed. Reg. 1819 (January 11, 2006), and amended at 78 Fed. Reg. 40542.

SSA will disclose to VA/VBA data from Master Files of Social Security Number (SSN) Holders and SSN Applications (the Enumeration System), 60-0058, last fully published at 75 Fed. Reg. 82121 (December 29, 2010), and amended at 78 Fed. Reg. 40542 (July 5, 2013) and 79 Fed. Reg. 8780 (February 13, 2014).

2. VA/VBA 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 Fed. Reg. 14865 (April 1, 2009) and last amended at 77 Fed. Reg. 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/VBA 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/VBA using the Enumeration System.

   a. If the SSN of the VA/VBA applicant, beneficiary, or dependent(s) submitted to SSA verifies, SSA will return a response to VANBA 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.
b. If the SSN of the VANBA applicant, beneficiary, or dependent(s) submitted to SSA fails to verify, SSA will return a response to VANBA indicating that the SSN did not verify.

C. Number of Records

VA/VBA will provide SSA with information annually concerning approximately 1.25 million applicants for, or beneficiaries and dependent(s) thereof, VANBA 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/VBA will conduct this match periodically and upon request. SSA will provide VANBA with the most recent tax year available.

2. For applicants applying for benefits cited in Article II, VANBA will conduct this match weekly. SSA will provide VANBA 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/VBA Records

Previous matches with the same files indicate that based on the verification of the name and SSN in VANBA records, VANBA 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

VANBA 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. VANBA's notice consists of appropriate language printed on its application forms or on a separate handout. VANBA's notice will inform all applicants that VANBA may use information obtained through matching programs to verify any information given to VANBA 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

VANBA 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. Beneficiaries of Individual Unemployability

1. Verification Procedures

VANBA will independently verify all income information to determine the validity or applicability of the information obtained through this matching program prior to the termination, denial, suspension, or reduction of any benefits. VANBA will independently verify all wage and self-employment income with the payer or the beneficiary.

2. Opportunity to Contest

Sixty days before taking any adverse action based on the information received from the match, VANBA will notify each beneficiary of any adverse information uncovered and give him or her opportunity to explain the circumstances prior to making a final eligibility determination or adjustment to current benefits.

VANBA will provide all the beneficiaries for whom VA/VBA decides adverse action is necessary with the following information:

a. That VANBA has received information that indicates an adverse action is necessary.
b. That the beneficiary has 60 days to contest the adverse action.

B. Pension and Dependency and Indemnity Compensation

Consistent with OMB guidance, published at 54 Fed. Reg. 25818, 25827 (June 19, 1989), VANBA will combine the independent verification and notice
requirements for VANBA applicants and beneficiaries into a single step, as explained in paragraphs b and c below. VANBA 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 Section 6103, IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies, and this agreement.

I. Applicants

   a. VA/VBA will attempt to independently verify the return information reported by the match by contacting the applicant and or the source of the income.

   b. As part of the development of the claim and in order to compress the steps, VANBA 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 VANBA 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 VANBA’s independent verification. VANBA regulations, 38 C.F.R. § 3.159(b), provide applicants 30 days to respond to VANBA’s notice of evidence required to substantiate a claim. Therefore, the notice will state that VANBA 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, VANBA 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. VANBA 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, VANBA 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 VANBA 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 VANBA 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:

1. The proposed decision and the reason(s) for the decision.

11. Notice that unless the beneficiary responds to the proposed adverse action within 60 days, VANBA 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 VANBA does not mail a compressed letter, VANBA 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, VANBA 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. VANBA will:

1. Maintain all identifiable records received from SSA in accordance with the IRC, 26 U.S.C. § 6103(p)(4). VANBA 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. VANBA 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 VANBA using the files with identifying information provided by VANBA. 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 VANBA 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 Redisclosure Restrictions

SSA and VA/VBA 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/VBA will use and access the data only for the purposes described in this agreement.

B. SSA and VANBA will not use the data to extract information concerning individuals therein for any purpose not specified in this agreement.

C. SSA and VANBA will not duplicate or disseminate the data, within or outside their respective agencies, without the written permission of the other agency. SSA and VANBA 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 VANBA 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); 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. Incident Reporting

If either SSA or VANBA experiences an incident involving the loss or breach of PII provided by SSA or VA/VBA under the terms of this agreement, they will follow the
incident reporting guidelines issued by 0MB. In the event of a repmiable incident under 0MB guidance involving 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, the agency's privacy office). In addition, the agency experiencing the incident (e.g., electronic or paper) will notify the other agency's Systems Security Contact named in this agreement. If V\textit{ANBA} 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/VBA will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with VA/VBA's Systems Security Contact within one hour, SSA will contact Jessica L. Carriveau at: (727) 319-5954.

B. Breach Notification

SSA and V\textit{ANBA} will follow PII breach notification policies and related procedures issued by 0MB. 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 V\textit{ANBA} will restrict access to the data matched and to any data created by the match to 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/VBA 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 V\textit{ANBA} 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 V\textit{ANBA} will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

SSA and V\textit{ANBA} 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 V\textit{ANBA} will strictly limit authorization to those electronic data areas necessary for the
authorized analyst to perform his or her official duties.

F. Application of Policy and Procedures

SSA and VA/VBA 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/VBA will comply with these guidelines and any subsequent revisions.

G. Onsite Inspection

SSA and VA/VBA have the right to monitor the other party's compliance with FISMA and OMB requirements. Both parties have the right to make onsite inspections for auditing compliance, if necessary, for the duration or any extension of this agreement. If either party elects to complete an onsite inspection, the auditing agency will provide the other advanced written notice of any onsite inspection and the parties will set a mutually agreeable date for such inspection.

H. Tax Information

VA/VBA will comply with all Federal Safeguards Requirements pursuant to IRC section 6103(p)(4) and as required by IRS, including those described in IRS Publication 1075, "Tax Information Security Guidelines for Federal, State and Local Agencies and Entities" available at http://www.irs.gov. If VA/VBA does not have a currently approved Safeguard Procedures Report (SPR), VA/VBA will submit a new SPR to the Internal Revenue Service's Office of Safeguards detailing how all data received from SSA is processed and protected from unauthorized disclosure within 45 days from the execution of this agreement.

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)(l)(K), the Government Accountability Office (Comptroller General) may have access to all VA/VBA 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 VANBA.

XIV. Duration, Modification, and Termination

A. Duration:

The effective date of this agreement is December 11, 2017, provided that VA/VBA reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016) and VANBA published notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(12).

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

The Data Integrity Boards (DIB) of VANBA 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:

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

2. VANBA 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.

B. 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.

C. 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:

I. Determines that VANBA has used or disclosed the information in an unauthorized manner;

2. Determines that VANBA has violated or failed to follow the terms of this agreement; or
3. Has reason to believe that VA/VBA 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 Issues**
Michelle Anderson  
Branch Chief DBIAE/Data Exchange and Verification Branch  
Office of Programmatic Business Supp011 Office of Systems 3108 (3-D-1)  
Robell M. Ball Building  
6401 Security Boulevard  
Baltimore, MD 21235  
Telephone: (410) 965-5943  
Fax: (410) 966-3147  
Email: Michelle.J.Anderson@ssa.gov

**Systems Security Issues**
Steve Harkness, Acting Director  
Division of Compliance and Assessments  
Office of Information Security  
Office of Systems  
Social Security Administration  
3829 Annex Building  
6401 Security Boulevard  
Baltimore, MD 21235  
Telephone: (410) 965-5791  
Fax: (410) 597-0845  
Email: Sean.Hagan@ssa.gov

**Matching Agreement Issues**
Kelvin Chapman  
Government Information Specialist  
Office of the General Counsel  
Office of Privacy and Disclosure  
6401 Security Boulevard, 617 Altmeyer Building  
Telephone: (410) 965-9312  
Fax: (410) 966-0869  
Email: Kelvin.Chapman@ssa.gov
**Project Coordinator**
Stephanie Meilinger, Data Exchange Liaison  
Office of Data Exchange  
Office of Data Exchange and Policy Publications  
6401 Security Boulevard, 4-C-8-D Annex  
Baltimore, MD 21235  
Telephone: (410) 966-0476  
Email: Stephanie.Meilinger@ssagov

B. VA contacts:

**Matching Agreement**
Bryant Coleman  
Program Analyst  
Pension & Fiduciary Service (21PF)  
810 Vermont Avenue NW  
Washington, DC 20420  
Telephone: (202) 461-9307  
Email: Bryant.Coleman@va.gov

**Computer Systems**
LaShawna Williams  
Program Analyst  
Compensation Service  
1800 G Street, NW  
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Email: LaShawna.Williams@va.gov

Danny McCargar  
Program Analyst  
Pension & Fiduciary Service (21PF)  
810 Vermont Avenue NW  
Washington, DC 20420  
Telephone: (612) 713-8911  
Email: Daniel.McCargar@va.gov

**Systems Security**  
Jessica L. Carriiveau  
Certified Information Systems Security Professional  
Southern Area Network ISO  
9500 Bay Pines Boulevard  
St. Petersburg, FL 33708  
Telephone: (727) 319-5954  
Fax: (727) 319-7785  
Email: Jessica.Carriiveau@va.gov
XVI. Integration Cla11sJ)

This agreement, including the attachment, 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

________________________________________
Monica Chyn
Acting Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

Date ........................................................................

________________________________________
Mary Ann Zimmerman
Acting Chair
Data Integrity Board

Date ........................................................................
Authorized Signatures (continued)

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

DEPARTMENT OF VETERANS AFFAIRS

Beth Murphy, Director
Compensation Service
Date 11/30/2017

Cheryl J. Rawls, Director
Pension and Fiduciary Service
Date 12/07/2017

LaShaunne David
Scott M. Bloom, Chair
Data Integrity Board
567193
Date 2017.12.20
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Digitally signed by LaShaunne G. David 567193
Date: 2017.12.20
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Attachment: Cost Benefit Analysis
Attachment

Cost-Benefit Analysis
COST BENEFIT ANALYSIS SUMMARY
Veterans Benefit Administration

The savings will be realized over the time period of the agreement, fiscal year 18 and through approximately the third quarter of fiscal year 19.

COSTS

- Salaries, fringe benefits, and other personal costs in administering the matching program $14,763,363
- Non-payroll $630,000
- Billing for Internal Revenue Service (IRS)* $157,661

TOTAL COSTS $15,551,034

BENEFITS

- Recovered overpayments and debts $3,715,210
- Cost avoidance - Amount of monthly benefits saved as a result of disqualification from benefit program, reduction of benefits, or granting benefits at a lower rate using income reported by the IRS/SSA (upfront verification) $65,197,890

Total Benefits $689,131,000
Net Benefit $53,362,066

*VA obtains and combines, where applicable, earned income from the SSA, CMA, and unearned income from the IRS CMA. Therefore, the costs and the benefits are a total of the two CMAs. The benefits of the match exceed the cost by $53 million. The savings makes this match worthwhile.
Cost Benefit Analysis
Savings will be realized over the time period of the agreement, fiscal year 18 and through approximately the third quarter of fiscal year 19.

Federal Tax Information Match

For
Department of Veteran 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 applicant, beneficiary and eligible dependent(s) for whom tax return information is being requested. VA will provide SSA with information annually concerning approximately 800,000 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 earning 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. VBA temporarily suspended this match to allow for development of an electronic post award (PAA process to replace the paper process. PAA was implemented in FY 2017.

VBA implemented upfront verification of income in FY 2013. Upfront verification allows VA to verify the income pension applicants using historical tax information. In FY 2016, VA sent over 637,000 files for upfront verification to IRS and SSA and received over 3.9 million matches.

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 $7,000 dollars.

Additionally, the amount saved within FY2016 as a result of using FTI provided by the IRS/SSA (upfront verification) to grant benefits at a lower monthly rate than what was reported by the applicant is estimated at $65.2 million.

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

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

VI. Cost For Conducting This Matching Activity

VBA estimates the costs for conducting this match is $15.5 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 2016, VBA recovered over $3.7 million in overpayments and debts created due to this match.
VIII. Conclusion

Based on the total costs of $15.5 million and total benefits of $68.9 million, VBA saves approximately $53.3 million by conducting this match. In addition, VBA implemented upfront verification, elimination EVRs in the process and redirecting those resources to other claims. Therefore, VBA recommends continuance of this matching program.

Signatory Authority

Cheryl J. Rawls, Director
Pension and Fiduciary Service

Approve/Disapprove

Ervin Pearson
Acting Chief Financial Officer