

**COMPUTER MATCHING AGREEMENT  
BETWEEN  
DEPARTMENT OF VETERANS AFFAIRS  
FINANCIAL SERVICE CENTER  
COMMERCIAL OPERATIONS DIVISION  
AND  
DEPARTMENT OF THE TREASURY  
BUREAU OF THE FISCAL SERVICE  
DO NOT PAY BUSINESS CENTER**

Effective: September 13, 2021

Expires: September 12, 2024

**I. PURPOSE, LEGAL AUTHORITY, and DEFINITIONS**

**A. Purpose**

The purpose of this Computer Matching Agreement (CMA) is to establish the conditions, safeguards, and procedures under which the Department of Veterans Affairs, Financial Services Center, Commercial Operations Division (VA) will conduct a computer matching program with the U.S. Department of the Treasury (Treasury), Bureau of the Fiscal Service (Fiscal Service), Do Not Pay (DNP) Business Center to provide identifying information through the Treasury's Working System. The information will be used to determine whether an individual or entity is eligible to receive federal payments, contract awards, or other benefits, including reducing duplicate payments to vendors and beneficiaries, verifying that beneficiaries submitting claims are not deceased, collecting debt owed to federal or state governments, and suspending or revoking payments as needed.

The matching program is conducted pursuant to the Privacy Act - 5 U.S.C. § 552a, the Payment Integrity Information Act (PIIA) - 31 U.S.C. § 3354 and Office of Management and Budget (OMB) Memorandum M-18-20, to comply with the Do Not Pay Initiative.

The VA is designated as the recipient agency, the agency receiving the records for use in this matching program, as defined by the Privacy Act, 5 U.S.C. § 552a(a)(9). As the recipient agency, the VA is responsible for publishing the Federal Register notice required by 5 U.S.C. § 552a(e)(12). Treasury is designated as the source agency, the agency disclosing its records, for use in this matching program, as defined by 5 U.S.C. § 552a(a)(11).

## **B. Legal Authority**

1. This matching agreement between DNP and the VA is executed pursuant to the Privacy Act of 1974 (5 U.S.C. 552a), as amended, the OMB Circular A-130 entitled, Managing Information as a Strategic Resource, at 81 Federal Register (Fed. Reg.) 49689 (July 28, 2016), and OMB guidelines pertaining to computer matching at 54 Fed. Reg. 25818 (June 19, 1989) and 56 Fed. Reg. 18599 (April 23, 1991); and the computer matching portions of Appendix I to OMB Circular No. A-130 as amended at 81 Fed. Reg. 49689 July 28, 2016.
2. OMB Memorandum M-18-20, Requirements for Payment Integrity Improvement (June 26, 2018)
3. Presidential Memorandum on Enhancing Payment Accuracy through a “Do Not Pay List” (June 18, 2010)
4. Executive Order 13520 “Reducing Improper Payments and Eliminating Waste in Federal Programs” (November 20, 2009).
5. Payment Integrity Information Act of 2019, 31 U.S.C. 3351 et seq. (PIIA)

## **C. Definitions**

1. “CMA” or “matching agreement” means Computer Matching Agreement as defined by the Privacy Act (5 U.S.C. . §552a (o)).
2. “DIB” means Data Integrity Boards of the respective agencies participating in the match.
3. “M-18-20” means OMB Memorandum 18-20, Protecting Privacy while Reducing Improper Payments with the Do Not Pay Initiative, which provides guiding principles and Requirements matching programs. “Do Not Pay Initiative” means the initiative codified by Section 3354 of PIIA to facilitate executive agencies’ prevention or reduction of improper payments. The initiative may include other activities, as designated by OMB<sup>1</sup>.
4. “Treasury’s Working System” means the Do Not Pay Initiative functions performed by the Department of Treasury that are authorized by PIIA and OMB M-18-20. Treasury’s Working System includes Treasury’s Privacy Act system of records for Do Not Pay Initiative activities, including other activities such as investigation activities for fraud and Systemic improper payments detection through analytic technologies and other techniques.
5. “DNP Matching Program” means a matching program that is conducted for purposes of the Do Not Pay Initiative and involves at least one of the data sources enumerated in PIIA and/or a data source designated by OMB pursuant to section 5(b) of M-18-20 or other legislation (e.g., Prisoner Update Processing System/PUPS via Bipartisan Budget Act of 2013). DNP

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<sup>1</sup>Section 3 of OMB M-18-20, Protecting Privacy while Reducing Improper Payments with the Do Not Pay Initiative

matching programs are subject to alternative standards and procedures (as provided in M-18-20) that are different from the standards and procedures that apply to matching programs outside of the Do Not Pay Initiative.

6. “Original source agency” means a Federal agency that discloses records from a system of records to another agency in order to allow that agency to use the records in a matching program with a payment-issuing agency. For the purposes of a DNP matching program involving Treasury's Working System, an original source agency discloses records to Treasury in order to allow Treasury to engage in a DNP matching program with payment-issuing agencies.
7. “Parties” means a collective reference to DNP and the VA, the Commercial Operations Division, Financial Services Center.
8. “Payment-issuing agency” means a Federal agency that has the authority to issue a payment or award and engages in a matching program for the purposes of determining or verifying eligibility for the payment or award under a Federal benefit program or of recouping the payment under a Federal benefit program. Generally, the payment-issuing agency will be agency that benefits from the matching program.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Commercial Operations Division will:**

1. Coordinate with DNP to gain access to services provided through Treasury’s Working System, which executes the matching activities for which this matching program requires.
2. Only invoke services that produce outputs under this agreement to reduce improper payments.
3. Provide the required data elements necessary and agreed upon by the Parties in support of obtaining match results from Treasury’s Working System, including, personally identifiable information (PII)<sup>2</sup>.
4. Ensure that only authorized Commercial Operations Division staff and contractors are permitted to access the DNP data for the purposes stated in this agreement.
5. Receive the results derived from matches between the system(s) of records outlined in this agreement and utilize the results provided to reduce improper payments.
6. Provide appropriate safeguards to secure DNP data, including data creation, its security while it is in transit to Commercial Operations Division and to maintain the local DNP physical security of data files and equipment.

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<sup>2</sup> OMB M-07-16 - The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.

7. Advise DNP when errors in Commercial Operations Division data are identified and follow established processes to log and correct data to promote data accuracy in Treasury's Working System, while ensuring fairness to the individual or entity record subject.
8. Provide Congress and OMB with advance notice of this matching program and, upon completion of OMB review, publish the required matching agreement notice in the Federal Register.

**B. DNP will:**

1. Execute the matching activities between the system(s) of records listed in this matching agreement and provide detailed results through Treasury's Working System, contingent on source agency making its data refresh available timely, accurate, and complete.
2. Provide matching results to Commercial Operations Division, on a non-reimbursable basis, to support Commercial Operations Division in identifying, preventing or recouping improper payments.
3. Notify the Commercial Operations Division when errors in the original source data are identified to promote data accuracy in Treasury's Working System while ensuring fairness to the individual or entity record subject.

### **III. JUSTIFICATION AND ANTICIPATED RESULTS**

**A. Justification**

The Parties to this agreement have determined that a matching program is the most efficient, expeditious, and effective means of obtaining and processing the information needed to identify individuals who may be ineligible for certain payments and benefits. The principal alternative to using a matching program for identifying such individuals would be to conduct a manual comparison of all files regarding an individual or entity seeking payment or other benefit from a Federal agency. Conducting a manual match, however, would clearly impose a considerable administrative burden and would result in additional delay in the eventual recovery of any outstanding debts. In addition, the matching program enables the Commercial Operations Division to detect and prevent fraud, waste, and abuse; and avoid making future improper payments to disqualified vendors, beneficiaries and grantees.

**B. Anticipated Results**

The Commercial Operations Division anticipates that this data transfer will produce expedited eligibility determinations and will minimize administrative burdens. The benefit of this data match with respect to the Commercial Operations Division fraud and abuse program is the increased assurance that it achieves efficiencies and administrative cost savings to its payment, procurement, and benefit programs. This collaborative model, which offers service-based access to authoritative data, will lessen financial and administrative burdens by eliminating the need for individual payment, procurement, and benefit programs to execute several CMAs with multiple Federal agencies. DNP does not receive any direct benefit as a result of this matching program.

### **C. Waiver of Specific Estimate of Savings**

As required by §552a(u)4 of the Privacy Act, a cost benefit analysis (CBA) is included within this matching agreement. This CBA does not quantify amounts of improper payments avoided or recovered to offset the costs of conducting the matching program, so it does not demonstrate that the matching program is likely to be cost effective. However, the parties to this agreement have determined that a matching program is the most efficient, expeditious, and effective means of obtaining and processing the information needed to identify vendors, beneficiaries and grantees who may be ineligible to receive federal payments or awards. Consequently, pursuant to 5 U.S.C. § 552a(u)(4)B, the agencies' Data Integrity Boards (DIBs) are requested to determine, in writing, that a cost benefit analysis (i.e., an analysis demonstrating likely cost effectiveness) is not required (i.e., is not required to support approval of the agreement) and to approve the agreement based on the other justifications state above and in the last section of the cost benefit analysis.

Other supporting justifications demonstrate that benefits are gained through a single matching program using the Treasury Working System (Do Not Pay). These benefits include eliminating the need to manually compare data or execute separate matching agreement with multiple agencies. A need for a specific estimate of any savings by the matching program is not required under 31 § 3354 (d)(1)(E).

### **D. Cost Benefit Analysis<sup>3</sup>**

In fiscal year (FY) 2020, VA expects to document time savings once the Initiative is implemented. A reportable metric will be implemented. VA uses the Payment Management System to facilitate payments to vendors. VA utilizes the System of Award Management to evaluate potential and current Cooperators / Vendors. VA expects time saving benefits from the use of the DNP Initiative covered by this agreement and that the potential savings of the anticipated uses or programs, including efforts to detect suspected instances of programmatic fraud, waste and abuse, will produce a similar result.

## **IV. DESCRIPTION OF RECORDS TO BE MATCHED**

The Parties to this agreement must ensure their system notice (s) ("system of records notice" or "SORN") pursuant to subsection (e)(4) of the Privacy Act contain "routine uses" established pursuant to subsection (b)(3) of the Privacy Act for each system of records from which they intend to disclose Privacy Act protected information in accordance with this agreement. If not, a new or amended SORN must be published.

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<sup>3</sup> OMB M-18-20 states that the specific estimate of savings is not required in the cost benefit analysis.

### **A. System of Records Maintained by DNP**

Fiscal Service will provide VA with information extracted from the Department of the Treasury, Bureau of the Fiscal Service .017—Do Not Pay Payment Verification Records, 85 FR 11776 at 11803 (Feb. 27, 2020). Routine use number 1 will allow Fiscal Service to disclose data to VA for the purpose of identifying, preventing or recouping improper payments. Routine use number 4 will allow Fiscal Service to disclose data to VA to validate eligibility for an award through a federal program;

### **B. System of Records Maintained by VA**

This matching program will be conducted with data maintained by the VA in the Individuals submitting Invoices-Vouchers for Payment-VA, 13VA047 (April 23, 2020). Routine Use number 18 VA may disclose information to the Department of the Treasury to facilitate payments to physicians, clinics, and pharmacies for reimbursement of services rendered, and to veterans for reimbursements of authorized expenses, or to collect, by set off or otherwise, debts owed the United States.

### **C. Number of Records**

Treasury's Working System total record count supporting this agreement amounts to an excess of approximately 14 million records<sup>4</sup> of individuals and companies (e.g., Federal contractors).

Total number of records according to Treasury's Working System covered by this agreement for the following data sources:

1. TOP Debt Check: 15,214,235
  2. SAM Exclusion Records: 143,611
  3. SAM Entity Registration Records: 727,817
- Total = 16,085,663

### **D. Specified Data Elements**

The following data elements will be sent by VA to Fiscal Service for matching against Treasury's Working System: Tax Identification Number (TIN), Business Name, Person First Person Middle Name, Person Last Name, Address, City Name, State Code, Person Date of Birth, Person Sex, Vendor/Payee Phone Number, Vendor/Payee Email Address.

Fiscal Service will return match results to Commercial Operations Division containing the following data elements: Record Code, Payee Identifier, Agency Location Code, Tax Identification Type, Tax Identification Number (TIN), Business or Individual or Government, DUNS Number, Payee Business Name, Payee Business DBA Name, Person Full Name, Person First Name, Person Middle Name, Person Last Name, Address, Person Date of Birth, Person

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<sup>4</sup> This number will increase overtime. Current estimate based on TOP Debt Check, SAM Exclusion Records and SAM Entity Registration Records.

Sex, Vendor/Payee Status, Phone Type, Vendor/Payee Phone Number, Vendor/Payee FAX Number, Vendor/Payee Email Address, Vendor/Payee Active Date, Vendor/Payee Expiration Date, Agency Record Grouping, Other Agency Data, Match Type, Match Source, Match Level, Match Date/Time, Matched Party Type, Matched Tax ID Number, Matched Tax ID Type Code (alternate), Matched Tax ID Number (alternate), Matched DUNS Number, Matched Full Name, Matched First Name, Matched First Name, Matched Middle Name, Matched Last Name, Matched Business Name, Matched DB A Business Name, Matched Birth Date, Matched Death Date, Matched List Status Code, Matched List Status Code Description, Matched List Effective Date, Matched Address, Matched City, Matched State Code, Matched Zip Code and Matched Country Code.

#### **E. The Effective Date of This Agreement**

The effective date of this agreement and the date when the matching program may begin will be the later of September 13, 2021 or 30 days after Commercial Operations publishes notice of this matching program in the *Federal Register* pursuant to 5 U.S.C. § 552a (e)(12) of notice of this matching program in the Fed. Reg.FR, or the 40-day OMB review period provided for in Circular A-130 or 30- days after copies of the agreement are transmitted to Congress, whichever date is latest. Provided that VA first reported the matching program to OMB and Congress, and after completion of OMB's advance review, in accordance with the Privacy Act and OMB Circular No. A-108.

Projected Effective Date: September 13, 2021

Projected Expiration Date: October 12, 2024 (October 12, 2027, if renewed for three additional years).

#### **V. NOTICE PROCEDURES**

DNP will post the Federal Register notice of the CMA on <https://fiscal.treasury.gov/dnp/>.

Procedures for providing individualized notice at the time of application and notice periodically thereafter is directed by the VA's DIB. Any deficiencies as to direct notice to the individual for the matching program are mitigated by the indirect or constructive notice that is afforded the individual by agency publication in the Federal Register of both the (1) applicable routine use notice, as required by subsection (e)(11) of the Privacy Act; and (2) the proposed Federal Register match notice, as required by subsection (e)(12) of the Privacy Act, announcing the VA's intent to conduct computer matching programs designed to give critical information to paying agencies to help reduce improper payments. This matching program for the purposes of the DNP Initiative is initiated in accordance with PIIA and M-18-20 which further support agencies to reduce improper payments.

#### **VI. VERIFICATION PROCEDURES, AND OPPORTUNITY TO CONTEST**

#### A. Verification of Match Information

1. DNP will be responsible for the accuracy of DNP data at the time it is provided to the automated system.
2. The Parties agree that the occurrence of a match is not conclusive evidence that the individual or organization identified is the same person or organization identified in the search results.
3. Commercial Operations Division will take appropriate steps to independently verify all information received from Treasury's Working System to determine the validity and applicability of the information obtained through this matching program prior to the termination, denial, suspension or reduction of any benefits.
4. Authorized Commercial Operations Division users may not deny, terminate, or make a final decision of any Commercial Operations Division assistance to an individual/organization, or take other adverse action against such individual/organization as the result of the DNP information produced by this matching program until an officer or employee of the Commercial Operations Division has independently verified such information. As such, denial of benefits will not be predicated on the result of an initial match between systems. Denial of benefits will be made upon a secondary validation made by a federal employee or designated contractor validating the transaction information in Treasury's Working System, which carries the final underwriting determination.
5. Independent verification includes: (1) comparing automated data with manual files to verify applicant identification; (2) analyzing the confirmed information; and (3) determining the period or periods when the individual/organization actually owed the debt before denying credit based on judgment data received from Treasury's Working System DNP.
6. Any discrepancies or inconsistencies in the original source agency data files, based on information received from Treasury's Working System, or developed as a result of the match, will be independently investigated and verified by Commercial Operations Division prior to taking any adverse action against any individual or organization.
7. Individuals/organizations and users with questions regarding their data shall be referred to the federal agency that provided the data to DNP. Accordingly, matches based on data that DNP finds initially provided by Commercial Operations Division shall be handled by the corresponding Commercial Operations Division office.

#### B. Opportunity to Contest

1. If Commercial Operations Division has verified the adverse information, Commercial Operations Division shall provide the individual with notice and an opportunity to contest before taking adverse action. "Adverse action" means any action resulting in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit.
2. The notice shall:

- a. Inform the individual/organization of the relevant information and give the individual/organization an opportunity to provide an explanation;
- b. Give the individual/organization an opportunity to submit to Commercial Operations Division, within 30 days, documentation to contest the findings and proposed actions prior to making a final determination. The time period begins on the date on which notice is mailed or otherwise provided to the individual/organization to respond; and
- c. Clearly state that, unless the individual/organization responds to the notice in the required time period, Commercial Operations Division will effectuate the threatened action or otherwise make the necessary adjustment to the individual/organization's benefit or entitlement.

For additional guidance on notice and opportunity to contest, agencies shall consult Final Guidance Interpreting the Provisions of Public Law I 00-503, the Computer Matching and Privacy Protection Act of 1988, 54 Fed. Reg. 25818, 25827 (June 19, 1989).

## **VII. DISPOSITION OF MATCHED ITEMS**

### **Commercial Operations Division acknowledges and agrees to:**

1. Maintain all identifiable records received from DNP in accordance with Privacy Act of 1974 (5 U.S.C. 552a), as amended, (Public Law (Pub. L.) 100-503, the Computer Matching and Privacy Protection Act (CMPPA) of 1988), and OMB Circular A-130 entitled, Managing Information as a Strategic Resource.
2. Not create a separate file or system of records that consists of information concerning only those individuals who are involved in this specific matching program except as is necessary in controlling and/or verifying the information for purpose of this program.
3. Retain match results received from Fiscal Service for seven years from the date of receipt (unless longer retention is necessary for Commercial Operations Division' business use) then destroy the records, in accordance with National Archives and Records Administration's General Records Schedule 1.1, Financial Management and Reporting Records, which allows the retention of for six years after final payment or cancellation, or longer if required for business use.

## **VIII. SAFEGUARD PROCEDURES**

- A. Both the VA and Fiscal Service will comply with the requirements of the E-Government Act of 2002, which includes the Federal Information Security Management Act (FISMA) (44 U.S.C. § 3541-3549), as amended by the Federal Information Security Modernization Act of 2014 (44 U.S.C. § 3551-3558) and ensure that the records matched, and the records created by the match, will be transmitted or transported, processed, used, and maintained under appropriate safeguards to protect the records from access by unauthorized persons.
- B. VA will protect DNP's information in accordance with published OMB computer matching guidelines and applicable Privacy Act and PIIA provisions. Any additional internal security

procedures and policies in place supporting the protection of individual privacy by VA are incorporated in this agreement. Match result records obtained by DNP through the use of Treasury's Working System services shall be handled in such a manner that restricts access to the data to authorized individuals only on a need-to know basis to accomplish the purpose outlined in this agreement. Criminal penalties for willful unlawful disclosure pursuant to the Privacy Act shall be made known to those authorized access to this data through Treasury's Working System.

### **C. Loss Reporting**

If either VA or DNP experiences an incident involving the loss or breach of PII provided by VA or DNP under the terms of this agreement, they will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB 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 and the agency's privacy office). In addition, the agency experiencing the incident (e.g., electronic or paper) will notify the other agency's Systems Contact named in this agreement. If VA is unable to speak with Fiscal Service's Systems Contacts within one hour, or if for some other reason notifying the Fiscal Service's Systems Contacts is not practicable (e.g., it is outside of the normal business hours), VA will contact Fiscal Service IT Service Desk at (304) 480-7777. In the event DNP is unable to speak to Systems Contact within one hour, DNP will contact VA's Enterprise Service Desk by calling 1-855-673-4357.

### **D. Breach Notification**

VA and DNP 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.

## **IX. RECORDS USAGE DUPLICATION AND DISCLOSURE RESTRICTIONS**

The VA acknowledges and agrees that:

1. Records provided to Fiscal Service by original source agencies remain the property of the original source agency and it is only pursuant to the DNP Initiative and M-18-20 that Fiscal Service maintains original source agency records within the Treasury/Fiscal Service .023 system of records to carry out DNP matching program activities.
2. Records provided by Fiscal Service will not be used to extract information concerning individuals therein for any purpose not specified in this agreement.
3. Records provided by Fiscal Service will not be duplicated or disseminated within or outside the VA, except as required by Federal law, without the written permission of DNP.
4. Access to match results from this matching program must be restricted to users (employees or contractors) who need to access Treasury's Working System for their official duties. Commercial Operations Division must evaluate which users require such access before the information is disclosed. If a user needs to know some

information that does not mean the employee needs to know all information provided to Commercial Operations Division. Access must be strictly limited to those with a need to know in order to perform a legitimate business function related to the purpose of this matching agreement.

#### **X. RECORDS ACCURACY ASSESSMENTS**

Through this matching agreement, Commercial Operations Division acknowledges that the information DNP provides is an accurate copy of the original source agency data. Any identified discrepancies in the data by either party to this matching agreement shall be referred immediately to the agency for which the record pertains for correction and a refresh in Treasury's Working System.

#### **XI. COMPTROLLER GENERAL ACCESS**

The Government Accountability Office may have access to all records subject to this agreement as necessary in order to verify compliance with this agreement.

#### **XII. LIMITATIONS**

The terms of this agreement are not intended to alter, amend, or rescind any current agreement or provision of Federal law now in effect. Any provision of this agreement which conflicts with Federal law is null and void.

#### **XIII. CONTINGENCY CLAUSE**

Matches under this agreement may be immediately discontinued, if at any time, DNP or VA determines that either party has failed to perform any of the terms of this agreement.

#### **XIV. REIMBURSEMENT FUNDING**

All work to be performed by DNP to execute this matching program via Treasury's Working System in accordance with this agreement will be performed in accordance with DNP legal agreements

#### **XV. APPROVAL AND DURATION OF AGREEMENT**

- A. Pursuant to PIIA, this matching agreement, as executed by representatives of both agencies, and approved by the respective agency DIBs, shall be valid for a period of less than 3 years from the effective date of the agreement.
- B. When this agreement is approved and signed by the Chairpersons of the respective DIBs, VA, as the recipient agency, will submit the agreement and the proposed public notice of the match as attachments in duplicate via a transmittal letter to OMB and Congress for review. The time period for review begins as of the date of the transmittal letter.
- C. VA will forward the public notice of the proposed matching program for publication in

the Federal Register as required by subsection (e) (12) of the Privacy Act, at the same time the transmittal letter is forwarded to OMB and Congress. The matching notice will clearly identify the record systems and category of records being used and state that the program is subject to review by OMB and Congress. A copy of the published notice shall be provided to DNP.

- D. The effective date of this agreement and the date when the matching program may begin shall be at the expiration of the 30-day public comment period following VA publication pursuant to 5 U.S.C. § 552a (e)(12) of notice of this matching program in the Federal Register, or the 40-day OMB review period provided for in Circular A-130 or 30 days after copies of the agreement are transmitted to Congress, whichever date is latest.
- E. This agreement may be extended for not more than 3 years subject to the requirements of the Privacy Act and PIIA, including certification by the Parties to their respective DIBs that:
  - 1. The matching program will be conducted without change, and
  - 2. The matching program has been conducted in compliance with the original agreement.
- F. This agreement may be modified at any time by a written modification to this agreement that satisfies both Parties and is approved by the DIBs of the Parties.
- G. This agreement may be terminated at any time with the consent of the Parties. If either VA or DNP does not want to continue this matching program, it should notify the other party of its intention to discontinue the matching program at least 90 days before the end of the then current period of the agreement. Either party may unilaterally terminate this agreement upon written notice to the other party requesting termination, in which case the termination shall be effective 90 days after the date of the notice, or at a later date specified in the notice, provided the expiration date does not exceed the original, or the extended completion date, of the match.

## **XVI. PERSONS TO CONTACT**

- A. The contacts on behalf of Treasury are:

David Ambrose  
Chief Security Officer and  
Chief Privacy Officer  
Bureau of the Fiscal Service  
Department of the Treasury  
Office: (202) 874-6488  
E-Mail: [David.Ambrose@fiscal.treasury.gov](mailto:David.Ambrose@fiscal.treasury.gov)

Marshall Henry  
Director, Do Not Pay Business Center  
Bureau of the Fiscal Service  
Office: (202) 874-6940

E-Mail: [Marshall.Henry@fiscal.treasury.gov](mailto:Marshall.Henry@fiscal.treasury.gov)

Letitia Johns  
Senior Privacy Analyst, Do Not Pay Business Center  
Bureau of the Fiscal Service  
Office: (202) 756-7166  
E-Mail: [Letitia.Johns@fiscal.treasury.gov](mailto:Letitia.Johns@fiscal.treasury.gov)

- B. The contacts on behalf of Department of Veterans Affairs, Financial Services Center Commercial Operations Division are:

Teresa L. Riffel  
Deputy Assistant Secretary, FMBT  
Acting Executive Director, Financial Services Center  
Office: (512) 460-5000  
E-Mail: [Terry.Riffel@va.gov](mailto:Terry.Riffel@va.gov)

Curt A. Rauhut  
Director, Financial Operations Service  
Financial Services Center  
Office: (478) 251-0493  
E-Mail: [Curt.Rauhut@va.gov](mailto:Curt.Rauhut@va.gov)

Yolanda Ramos  
Supervisory Financial Manager, Nationwide Vendor File  
Financial Services Center  
Office: (512) 460-5674  
E-Mail: [Yolanda.Ramos2@va.gov](mailto:Yolanda.Ramos2@va.gov)

Deea Lacey  
Privacy Officer  
Financial Services Center  
Office: (512) 386-2246  
E-Mail: [Deea.Lacey@va.gov](mailto:Deea.Lacey@va.gov)

**XVII. APPROVALS :**

In witness whereof, the Parties hereby execute this agreement.

**Department of Veterans Affairs, Financial Services Center  
Commercial Operations Division**

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

*Curt Alan Rauhut*

Date: March 18, 2021

Curt A. Rauhut  
Director, Financial Operations Service  
Financial Services Center

**In witness whereof, the Parties hereby execute this agreement.**

**Bureau of the Fiscal Service**

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

**Marshall Henry**

Digitally signed by Marshall  
Henry  
Date: 2021.03.03 10:34:08 -05'00'

Date: \_\_\_\_\_

Marshall Henry  
Director,  
Do Not Pay Business Center  
Bureau of the Fiscal Service

**In witness whereof, the Parties hereby execute this agreement.**

**Bureau of the Fiscal Service**

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

**David J.  
Ambrose**

Digitally signed by David J.  
Ambrose  
Date: 2021.03.22 09:54:18  
-04'00'

Date: \_\_\_\_\_

David Ambrose  
Chief Security Officer and  
Chief Privacy Officer  
Bureau of the Fiscal Service

**U.S. Department of the Treasury**

Treasury's Data Integrity Board has reviewed this Computer Matching Agreement and has found it in compliance with the provisions of the Privacy Act of 1974, as amended by the Computer Matching Privacy and Protection Act of 1988 (Pub. L. 100-503) and the Computer and Matching and Privacy Protections Amendments of 1990 (Pub. L. 101-508), 5 U.S.C. § 552a (Privacy Act):

Digitally signed by  
Ryan A. Law  
Date: 2021.03.26  
09:39:13 -04'00'

Date: \_\_\_\_\_

Ryan Law  
Chairperson  
Data Integrity Board  
U.S. Department of the Treasury

## The Department of Veterans Affairs

The VA Data Integrity Board has reviewed this Computer Matching Agreement and has found it in compliance with the provisions of the Privacy Act of 1974, as amended by the Computer Matching Privacy and Protection Act of 1988 (Pub. L. 100-503) and the Computer and Matching and Privacy Protections Amendments of 1990 (Pub. L. 101-508), 5 U.S.C. § 552a (Privacy Act):

Joseph S.  
Stenaka 3386367

Digitally signed by Joseph  
S. Stenaka 3386367  
Date: 2021.06.07 13:09:05  
-04'00'

Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph S. Stenaka  
Chairperson  
Data Integrity Board  
U.S. Department of the Veterans Affairs