

**COMPUTER MATCHING AGREEMENT
BETWEEN
DEPARTMENT OF VETERANS AFFAIRS
DATA ANALYTICS SERVICES
AND
U.S. DEPARTMENT OF TREASURY BUREAU OF THE
FISCAL SERVICE DO NOT PAY BUSINESS CENTER**

Effective: [XXXXXX]

Expires: [XXXX]

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 (VA), Data Analytics Services (DAS) will conduct a matching program with the Department of Treasury Bureau of the Fiscal Service (Fiscal Service) to assist DAS in identifying providers and suppliers from Treasury's Do Not Pay (DNP) Working System. DAS objective is to assist VA programs in identifying potential high-risk payees. DAS will build tools to assist VA in preventing potential fraud or abuse of the financial payment systems across the VA. The match results will allow DAS to provide insights and/or make recommendations to VA programs.

Pursuant to the Payment Integrity Information Act of 2019 (31 U.S.C. 3351 et seq.) Office of Management and Budget (OMB) Memorandums M-18-20 and M-21-19, this matching agreement covers a DNP matching program conducted for the purposes of the Do Not Pay Initiative and involves the recipient agency, DAS being provided with results from an automated comparison between DAS Systems of Records and one or more of the Privacy Act protected data sources (a.k.a. restricted data sources) contained within the Treasury's Working System.

DAS is designated as the recipient agency as defined by the Privacy Act (5 United States Code (U.S.C.) § 552a(a)(9)), the agency receiving the records for use in this matching program. As the recipient agency, DAS is responsible for publishing the Federal Register notice required by 5 U.S.C. 552a (e)(12). DNP is designated as the Source Agency as defined by the Privacy Act at 5 U.S.C. §552a(a)(11), the agency disclosing its records, for use in this matching program.

A. Legal Authority

1. This matching agreement between DNP and DAS 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-21-19, Transmittal of Appendix C to OMB Circular A-123, Requirements for Payment Integrity Improvement (March 5, 2021)
3. OMB Memorandum M-18-20, Transmittal of Appendix C to OMB Circular A-123, Requirements for Payment Integrity Improvement (June 26, 2018)
4. Presidential Memorandum on Enhancing Payment Accuracy through a “Do Not Pay List” (June 18, 2010)
5. Executive Order 13520 “Reducing Improper Payments and Eliminating Waste in Federal Programs” (November 20, 2009).
6. Payment Integrity Information Act of 2019, 31 U.S.C. 3351 et seq. (PIIA)

B. 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 Parties participating in the match.
3. “Do Not Pay Initiative” means the initiative codified by section 3354(b) of PIIA to facilitate executive agencies' prevention or reduction of improper payments. The initiative may include other activities, as designated by OMB.
4. “M-18-20” means OMB Memorandum 18-20, Protecting Privacy while Reducing Improper Payments with the Do No Pay Initiative, which provides guiding principles and requirements matching programs.
5. “M-21-19” means OMB Memorandum 21-19, Appendix C to OMB Circular A-123 (which was last updated in June 2018 as OMB Memorandum M-18-20) is hereby modified.
6. “Treasury's Working System” means the Do Not Pay Initiative functions performed by the Department of the Treasury that are authorized by PIIA and OMB M-21-19.
7. “DNP matching program” means a matching program that is conducted for purposes of the Do Not Pay Initiative.
8. “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.
9. “Parties” means a collective reference to DNP and DAS.

10. “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 the agency that benefits from the matching program.

II. RESPONSIBILITIES OF THE PARTIES

A. DAS will:

1. Coordinate with DNP to gain access to services provided through Treasury’s Working System, which execute 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) ¹.
4. 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.
5. Advise DNP when errors in payment-issuing agency 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.

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 the original source agency making its data refresh available timely, accurate, and complete.
2. Provide matching results to DAS providing results, on a non-reimbursable basis, to support DAS in identifying, preventing or recouping improper payments.
3. Notify DAS when errors in the original source data are identified and follow established processes to log and correct data in order to promote data accuracy in Treasury’s Working System while ensuring fairness to the individual or entity record subject.

¹ 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.

III. JUSTIFICATION AND ANTICIPATED RESULTS

A. Justification

The Parties to this agreement have determined that a computer 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 computer 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. By contrast, when using a computer matching program, information on successful matches (hits) can be provided within real-time of receipt of the request for payment.

B. Anticipated Results

DAS anticipates that this data transfer will produce expedited eligibility determinations and will minimize administrative burden in preventing improper payments. The benefit of this data match with respect to the DAS fraud and abuse program is the increased assurance that DAS achieves efficiencies and administrative time / costs savings to DAS payment, procurement, and benefit programs. DAS anticipates the ability to have a form of government checks and balances to ensure that the service-based access to authoritative data, will lessen financial and administrative burdens by eliminating the need for individual DAS payment and procurement. DNP does not receive any direct benefit as a result of this matching program. DAS anticipates that this data transfer will meet the existing federal data security and privacy standards as well as reduce improper payments.

C. Waiver of Specific Estimate of Savings

Pursuant to the 31 U.S.C. § 3354 (d)(1)(E), a specific estimate of any savings within the cost benefit analysis section of this matching agreement is not required.

D. Cost Benefit Analysis²

In fiscal year (FY) 2022, DAS expects to document time savings once the Initiative is implemented. A reportable metric will be implemented. DAS uses the Payment Management System through the DAS to facilitate payments to vendors. DAS utilizes the System of Award Management to evaluate potential and current Cooperators / Vendors. DAS 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.

² OMB M-21-19 An agency justification, under 5 U.S.C. § 552a(o)(1)(B), for a matching program with the purpose of assisting in the detection and prevention of IPs and UPs is not required to contain a specific estimate of any savings under the CMA.

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.

A. System of Records Maintained by DNP

Fiscal Service will provide DAS 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 DAS for the purpose of identifying, preventing or recouping improper payments. Routine use number 4 will allow Fiscal Service to disclose data to DAS to validate eligibility for an award through a federal program.

B. System of Records Maintained by DAS

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 and Restricted Data Sources

Number of Records³

Treasury's Working System total record count supporting this agreement amounts to 14,388,552 of individuals and companies.

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

1. TOP Debt Check: 13,449,146
 2. SAM Exclusion Records: 143,875
 3. SAM Entity Registration Records: 795,531
- Total = 14,388,552

³ As of November 15, 2021, the record counts listed above is an estimate based on TOP Debt Check, SAM Exclusion Records and SAM Entity Registration Records. These numbers will increase overtime.

Restricted Data Sources

The following data sources will be available to DAS once this Computer Matching Agreement is established:

List of Excluded Individuals and Entities (LEIE) – Restricted
SAM Entity Registration Records – Restricted
System for Award Management (SAM) Exclusion – Restricted

D. Specified Data Elements

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

Fiscal Service will return match results to DAS 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 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 DBA 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. Notice of this matching program in the *Federal Register* pursuant to 5 U.S.C. § 552a(e)(12), 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 DAS 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: [XXXXXX]

Projected Expiration Date: [XXXXXX] (this year will be 3 years DAS after the expiration date; as an example, if the Projected Expiration date is December 12, 2023, this date would be December 12, 2026, if renewed for three additional years DAS.

V. NOTICE PROCEDURES

DNP will provide notice of the computer matching program via <http://fiscal.treasury/DNP/>.

Procedures for providing individualized notice at the time of application and notice periodically thereafter is directed by DAS. 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 Agency'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-21-19 which further support agencies to reduce improper payments.

VI. VERIFICATION PROCEDURES, AND OPPORTUNITY TO CONTEST

A. Verification of Match Information

1. DAS will take appropriate steps to independently verify all information received from Treasury's Working System to determine the validity and/or applicability of the information obtained through this matching program prior to the termination, denial, suspension or reduction of any benefits.
2. The Parties agree that the occurrence of a match is not conclusive evidence that the individual who or organization that is the subject of the search and the individual or the subject in the search results are the same person or organization.
3. DAS is responsible for verifying and determining whether the search results retrieved from Treasury's Working System are consistent with the information in their files and for resolving any discrepancies or inconsistencies as to positive identification on an individual basis.
4. DAS will screen the initial data to verify that the matched individual or organization is in fact the payment/benefit recipient about which/whom the search was initiated. DAS will do this by separately comparing the "match results" file with the information in their files to verify the individual's or organization's identity and will conduct independent inquiries to resolve questionable identities.
5. 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 DAS prior to taking any adverse action against any individual or organization.

B. Opportunity to Contest

1. If DAS has verified the adverse information, DAS shall provide the individual with notice and an opportunity to contest before taking adverse action. The notice shall inform the individual of the relevant information and give the individual an opportunity to provide an explanation.
2. Individuals shall have 30 days to respond to a notice of adverse action, unless a statute or regulation provides a different period of time. 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

A. DAS 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. Destroy the matching results file generated through this matching operation as soon as the information has served the matching program's purpose and all legal retention requirements established in conjunction with the National Archives and Records Administration (NARA), and M-21-19, under applicable procedures have been met.

VIII. SAFEGUARD PROCEDURES

- A.** Both DAS and DNP will comply with the Requirements of the Federal Information Security Management Act (FISMA) (P.L. 107 347, title III, section 301) and OMB M-06-16 (Protection of Sensitive Agency Information) as it applies to the electronic storage and transport of PII between Parties and the internal processing of records received under the terms of this agreement.
- B.** DAS will protect DNP's information in accordance with published OMB computer matching guidelines and applicable Privacy Act provisions. Any additional internal security procedures and policies in place supporting the protection of individual privacy by DAS 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.

IX. RECORDS USAGE DUPLICATION AND DISCLOSURE RESTRICTIONS

A. DAS acknowledges and agrees that:

1. Records provided to DNP by original source agencies remain the property of the original source agency and it is only pursuant to PIIA and M-18-20 that Fiscal Service maintains original source agency records within Treasury/Fiscal Service .017 system of records to carry out DNP matching program activities.
2. Records provided by DNP will not be used to extract information concerning individuals therein for any purpose not specified in this agreement.
3. Records provided by DNP will not be duplicated or disseminated within or outside DAS, 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. DAS 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 DAS. 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. ACCURACY ASSESSMENTS

Through this matching agreement, DAS 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 prompt refresh in Treasury's Working System.

XI. ACCESS BY THE OFFICE OF THE INSPECTORS GENERAL

The Office of the Inspectors General 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 DAS 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.

XIV. 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, DAS, 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.** DAS 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 DAS's 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 DAS 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.

This agreement may be terminated at any time with the consent of the Parties. If either DAS 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.

XV. PERSONS TO CONTACT

- A. The contact on behalf of DNP are:

Marshall Henry
Director, Do Not Pay Business Center
Department of the Treasury
Office: (202) 874-6940
E-Mail: Marshall.Henry@fiscal.treasury.gov

Letitia Johns
Senior Privacy Analyst, Do Not Pay Business Center
Department of the Treasury
Office: (202) 874-6971
E-Mail: Letitia.Johns@fiscal.treasury.gov

B. The contact on behalf of DAS is:

Curt A. Rauhut
Executive Director
Financial Services Center
Office: (478) 251-0493
E-mail: Curt.Rauhut@va.gov

Scott Meier
Director, Data Analytics Services
Financial Services Center
Office: (512) 460-5100
E-mail: Scott.Meier@va.gov

Tory Scott
Supervisory DMLSS Product Lead
Financial Services Center
Office: (512) 460-5449
E-mail: Tory.Scott@va.gov

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

XVI. SIGNATURES

In witness whereof, the Parties hereby execute this agreement.

**DEPARTMENT OF VETERANS AFFAIR OFFICE,
Financial Services Center, Data Analytics Services
&
DEPARTMENT OF THE TREASURY
BUREAU OF THE FISCAL SERVICE
DO NOT PAY BUSINESS CENTER**

The authorized officials, whose signatures appear below, accept and expressly agree 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 agency to the terms of this agreement.

Jeffrey S. Meier  Digitally signed by Jeffrey S. Meier 265966
Date: 2022.01.11 08:52:45 -06'00'

265966

Date: _____

Scott Meier
Director, Data Analytics Services
Financial Services Center
Office: (512) 460-5100
E-mail: Scott.Meier@va.gov

Marshall Henry  Digitally signed by Marshall Henry
Date: 2021.12.23 08:20:49 -05'00'

Marshall Henry
Director, Do Not Pay Business Center
Department of the Treasury
Office: (202) 874-6940
E-Mail: Marshall.henry@fiscal.treasury.gov

Date: _____

David J. Ambrose  Digitally signed by David J. Ambrose
Date: 2022.01.10 19:37:35 -05'00'

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

Date: _____

DEPARTMENT OF THE TREASURY

The authorized official, whose signature appears DAS 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 agency to the terms of this agreement.



Date: 2/11/2022

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

DEPARTMENT OF VETERANS DATA INTEGRITY BOARD

The authorized officials, whose signature appears DAS 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 agency to the terms of this agreement.

FAITH ROY

Digitally signed by FAITH ROY
Date: 2022.06.16 13:48:34
-04'00'

Date: 06/16/2022

Faith Roy
Chairperson, Data Integrity Board
U.S. Department of the Veterans Affairs