

COMPUTER MATCHING AGREEMENT
Between
Department Of Veterans Affairs (VA),
State Public Assistance Agencies (SPAAs), and
Department of Health and Human Services,
Administration for Children and Families (HHS/ACF)

*Information Comparisons and Disclosure to Assist in Administering
the Public Assistance Reporting Information System (PARIS) Program*

I. PURPOSE, LEGAL AUTHORITY, AND DEFINITIONS

A. Purpose of the Matching Program

This agreement re-establishes an existing computer matching program between the U.S. Department of Veterans Affairs (VA) and the State Public Assistance Agencies (SPAAs, described in *Attachment A: PARIS SPAA List*). The purpose of the matching program is to provide the SPAAs with VA compensation and pension data on a periodic basis to use in determining public assistance applicants' and recipients' eligibility for benefits under the Medicaid, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), and general assistance programs, and to use in helping relevant veterans to better understand similar benefits available through the VA which may be better alternatives. The matching program helps ensure fair and equitable treatment in the delivery of benefits attributable to funds provided by the Federal Government.

The Department of Health and Human Services, Administration for Children and Families (HHS/ACF) serves as the facilitating agency, and the U.S. Department of Treasury (USDT), Bureau of Fiscal Service (BFS), Do Not Pay (DNP) will conduct the matches as technical service provider and provide associated technical support. Although DNP will conduct the matches, this is not a “Do Not Pay” matching program.

ACF, in its role as match facilitator, will support and communicate with each SPAA to ensure appropriate delivery of benefits by drafting the necessary agreements, assisting with helping arrange signatures to the agreements, and arranging computer support services to implement the SPAA matches with VA data. ACF will forward a report containing a proposed public notice of the proposed matching program for prior approval by the Office of Management and Budget (OMB) and Congress and will publish the approved notice in the *Federal Register* at least 30 calendar days before conducting matches under this agreement. The disclosures of VA data under this matching program are authorized by a routine use published in a VA System of Records Notice (SORN), as described in *Section III.A.: System of Records*.

To accomplish this matching program, on a periodic basis, VA will provide DNP

with a file of identifying information about individuals receiving VA compensation and pension benefits and the amounts of the benefits, and each participating SPAA will provide DNP with a file of identifying information about individuals receiving Medicaid (CMS), Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), and/or general assistance benefits. DNP will match the VA file with each SPAA file and provide match results to the SPAAs; the SPAAs will then use the VA information in the match results to verify client circumstances for benefit eligibility and to initiate actions when appropriate.

The matching program will comply with pertinent requirements of the Privacy Act of 1974, as amended (5 U.S.C. § 552a); Office of Management and Budget (OMB) guidelines interpreting the Privacy Act, including computer matching-related portions of OMB Circular A-108, 81 FR 94424 (December 23, 2016); and this agreement.

This agreement supersedes any existing data exchange agreements or memoranda of understanding between VA, SPAAs, and ACF concerning the exchange of data between VA, SPAAs, and DNP, facilitated by ACF, for the purpose of identifying individuals receiving federal compensation and/or pension payments and payments pursuant to state administered federal benefit programs.

B. Legal/Statutory Authority

The legal authority for conducting the matching program is sections 402, 1137, and 1903(r) of the Social Security Act (the Act), 42 U.S.C. §§ 602, 1320b-7, and 1396b(r).

C. Definitions

- "ACF": is the Administration for Children and Families, part of the U.S. Department of Health and Human Services and is the facilitating agency.
- "BFS": is Bureau of Fiscal Service within the U.S. Department of the Treasury.
- "COMPUTER MATCHING AGREEMENT (CMA)": a written agreement between the source agency and the recipient agency (or non-Federal agency) specifying the terms of the matching program, which must comply with the requirements in 5 U.S.C. § 552a(o) and (p).
- "CMS": is the Centers for Medicare & Medicaid Services, part of the U.S. Department of Health and Human Services and is responsible for promulgating policies and administering all Medicaid claims.
- "DIB": is the Data Integrity Board
- "DNP": is Do Not Pay, part of the Bureau of the Fiscal Service within the U.S. Department of the Treasury

- "DMDC": is the Defense Manpower Data Center, part of the U.S. Department of Defense
- "DoD": is the U.S. Department of Defense
- "DISCLOSE and DISCLOSURE": is the release of information or data, with or without the consent of the individual or individuals to whom the data pertain.
- "FNS": is the Food and Nutrition Service, part of the U.S. Department of Agriculture
- "FACILITATING AGENCY": is the Administration for Children and Families, part of the U.S. Department of Health and Human Services
- "HHS": is the U.S. Department of Health and Human Services
- "NON-FEDERAL AGENCIES": as defined by the Privacy Act (5 U.S.C. § 552a(a)(10)), are State Public Assistance Agencies, the agencies receiving the results of the computer matches.
- "OMB": is the Office of Management and Budget, part of the Executive Office of the President of the United States
- "PARIS": is the Public Assistance Reporting Information System
- "PUBLIC ASSISTANCE": State-administered federal benefit programs, including Temporary Assistance for Needy Families (TANF), Medicaid, and the Supplemental Nutrition Assistance Program (SNAP), formerly known as Food Stamps, administered by the U.S. Department of Agriculture.
- "SNAP": is the Supplemental Nutrition Assistance Program (formerly known as Food Stamps) and is administered by the U.S. Department of Agriculture
- "SSN": is the Social Security Number
- "SOURCE AGENCY": as defined by the Privacy Act, (5 U.S.C. § 552a(a)(11)), is the Department of Veterans Affairs, the agency disclosing the records for the purpose of computer matching
- "SPAAs": are the State Public Assistance Agencies cited in Attachment A: PARIS SPAA List
- "SYSTEM OF RECORDS": A group of any records under the control of any agency from which information about an individual is retrieved by the name of

the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

- "TANF": is the Temporary Assistance for Needy Families program
- "USDT": is U.S. Department of Treasury
- "VA": is the U.S. Department of Veterans Affairs

II. JUSTIFICATION AND ANTICIPATED RESULTS

A. Cost Benefit Analysis

A detailed cost benefit analysis for the PARIS matching programs (which, as of April 2025 now include only this matching program providing VA compensation and pension payment data and the interstate data matching program) is included as *Attachment C: Cost Benefit Analysis for PARIS Computer Matching Programs* to this agreement. The analysis demonstrates that the PARIS matching programs are likely to be cost effective.

B. Other Supporting Justifications

States must verify client circumstances when determining an applicant's eligibility for public assistance benefits. The parties to this agreement have determined that a computer matching program is the most efficient, expeditious, and cost-effective means of verifying client declarations of income circumstances. The principal alternative to using a computer matching program for identifying such individuals would be to conduct a manual match; however, this would clearly impose a considerable administrative burden, constitute a greater intrusion on individuals' privacy, and result in additional delay in the eventual recovery of any outstanding debts. By contrast, when using computer matching, only the minimum necessary data elements are used and the information on successful matches (hits) can be provided within thirty (30) days of receipt of an electronic file of SPAA beneficiaries.

C. Specific Estimate of Any Savings

The programs impacted are under the auspices of the Department of Health and Human Services (i.e., CMS's Medicaid program and ACF's TANF program) and the Department of Agriculture (i.e., the SNAP program administered by FNS), which are administered by the States (i.e., by SPAAs and their sister agencies). Each SPAA collects information on the costs and benefits related to its state's use of VA's information. All savings resulting from PARIS matching program data are in state program dollars, because no costs are paid by SPAAs to either ACF or BFS/DNP to participate.

Additionally, GAO, in its 2001 report *Public Assistance: PARIS Project Can Help States Reduce Improper Benefit Payments*, projected that if States included PARIS

data from the TANF, Medicaid, and SNAP programs in their matching activities, the benefit to cost ratio would be approximately 11:1 (GAO 01-935, pp. 14, 15). Recent data received by ACF from states continues to suggest that the PARIS is a cost-effective program. GAO in its 2004 Report Opportunities for Congressional Oversight and Improved Use of Taxpayer Funds - Budgetary Implications of selected GAO Work states: "Various opportunities exist for federal, state, and local agencies to save taxpayer dollars by sharing information that affects individuals' eligibility for benefits..... Improper payments could also be avoided or detected more quickly in other programs. For example, four states and the District of Columbia estimate that they prevented about \$16 million in improper Temporary Assistance to Needy Children (TANF), Medicaid, and Food Stamp benefit payments by participating in the Public Assistance Reporting Information System (PARIS). PARIS could also help other states save program funds by identifying and preventing future improper payments." See *Attachment C: Cost Benefit Analysis for PARIS Computer Matching Programs*, including section "Recent PARIS Success Stories," for more details.

III. RECORDS DESCRIPTION

A. System of Records

For each match conducted, the Department of Veterans Affairs, as the source agency, will provide DNP with a file containing VA benefit record data of all individual VA benefit and compensation recipients. VA will disclose the data from the system of records identified as "Compensation, Pension, Education, and Vocational Rehabilitation and Employment Records - VA (58 VA 21/22/28)," 86 FR 61858 (November 8, 2021), https://www.govinfo.gov/content/pkg/FR_2021_11-08/pdf/2021-24372.pdf, as authorized by routine use 35.

For each match conducted, each participating SPAA will send DNP an electronic file of eligible public assistance client information, suggested at the frequency provided by the PARIS matching program. The SPAA files are non-Federal computer records maintained by the respective States. Pursuant to a separate agreement between ACF and DNP, when DNP receives the SPAA files, it will match the VA file against the SPAA files. This activity will take place at DNP and will use all nine digits of the SSN. DNP will then send match results from VA compensation and benefit records about all matching individuals to the SPAAs by established secure portal.

Neither ACF nor DNP will maintain any information used or resulting in the matching activity, other than non-individually identifiable aggregated statistical records about each match, which will be posted on the ACF PARIS homepage [<https://www.acf.hhs.gov/paris>]. The separate agreement between ACF and DNP will provide that DNP will destroy all VA and SPAA data used in each match within 60 days after the match.

B. Number of Records Involved

According to PARIS statistical records for the VA match in 2023 and 2024, the SPAAs submitted a combined average of 412,526,112 records per match; VA submitted on average 10 million records per match.

C. Specified Data Elements Used in the Match

Data elements to be included can be found in *Attachment B: PARIS VA Benefits Enterprise Platform (BEP) Record Extract Layout*.

Each participating SPAA will send DNP an electronic finder file of eligible public assistance applicants and recipients (hereafter referred to as eligible public assistance clients, or just clients) by established secure portal. The finder files will contain data elements of the client's name, SSN, date of birth, address, sex, marital status, information regarding the specific public assistance benefit being received, and such other data as considered necessary (see "PARIS State Input Record Format"¹).

D. Frequency of Data Exchanges

Matches will be conducted at least quarterly; during the first year, they are anticipated to occur in November, February, May, and August.

PARIS has run on a quarterly basis since 1999; the dates of the matches are established each year. Each participating SPAA is informed of the dates and has the option to participate in each match. This approach enables States to operate more effectively depending on how they are organized and how much funding they have to dedicate to the project.

It is expected that the option for a match will be provided six times during the initial 18-month term of the agreement. During the one year renewal period, if any, the option for a match would be provided four additional times.

E. Projected Start and Completion Dates

The agreement is expected to begin on approximately September 24, 2025, and expire after 18 months, on approximately March 24, 2027, (March 24, 2028, if renewed for one additional year, as provided in *Section XII: Duration of Agreement*).

IV. NOTICE PROCEDURES

The Privacy Act at 5 U.S.C. § 552a(o)(1)(D) requires an agency to implement procedures for providing individualized notice at the time of application, and periodically thereafter, to applicants for and recipients of financial assistance or payments under Federal benefit programs. VA and the SPAAs agree to notify all individuals initially, at the time they apply for benefits, that the information they provide on the benefit applications is subject to use in computer matching programs with other agencies. The SPAAs will provide the notice by including appropriate language printed on their application forms (or on separate handouts, when necessary).

The SPAAs will provide subsequent periodic notices to their respective recipients, by notifying each recipient, at the time of redetermination of eligibility, of the match between VA and the SPAAs. VA sends all beneficiaries a notice, as part of an annual beneficiary notice, indicating that the information they provided is subject to verification by computer matching. Since 1988, the application for federal civilian employment has included a notice advising the applicant that records of federal civilian employees are subject to verification by computer matching.

¹ <https://www.acf.hhs.gov/paris/state-input-record-format>

V. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST FINDINGS

A. Verification Procedures - Independent Investigation

1. The SPAA agrees that the occurrence of a match is not conclusive evidence that the identified federal personnel are in fact the individuals receiving public assistance benefits, but rather is merely an indication that further examination is warranted.
2. The SPAA is responsible for verifying and determining if the data in the DNP reply file (which includes data from Compensation, Pension, Education, and Vocational Rehabilitation and Employment Records - VA) is consistent with the data in SPAA public assistance files and for resolving any discrepancies or inconsistencies as to positive identification on an individual basis.
3. The SPAA will screen the initial data to verify whether the matched individual is, in fact, the public assistance recipient. The SPAA will do this by separately comparing the "hit" file with the SPAA public assistance files to verify the individual's identity and will conduct independent inquiries to resolve questionable identities.
4. Any discrepancies or inconsistencies in SPAA files, based on VA information furnished by DNP or developed as the result of the match, will be independently investigated, and verified by the SPAA before the SPAA takes any adverse action against the individual.

B. Opportunity to Contest Findings

1. Before taking any adverse action based on the information received from the match, the SPAA agrees to provide written notice with specific details to each individual against whom SPAA decides adverse action may be necessary.
2. Written notices provided by the SPAA will inform the individual that the SPAA received VA information from DNP indicating that the individual is receiving a federal salary/payment/benefit from VA, which may result in either an adjustment or termination of the individual's public assistance benefit; the possible initiation of collection action for any overpayment; and/or possible other administrative/judicial action as authorized by federal and/or state law or regulation. The notice must clearly explain the information in the agency's possession, its relevance to the individual's eligibility or benefit, and what action the agency will take in the event the individual fails to respond to the letter.
3. If the SPAA intends to reduce, suspend, terminate, or deny benefits as a result of information provided from the match, the SPAA must provide notice and the opportunity to respond at a hearing in accordance with 42 CFR 431.200-250 for

the Medicaid Program, 7 CFR 273.15 for the Supplemental Nutrition Assistance Program, and state-established procedures for the TANF Program.

4. Written notices provided by the SPAA to each public assistance recipient who may be the subject of adverse action will advise the recipient that the recipient has thirty (30) days in which to respond to the information being provided by the SPAA. However, where relevant program statute(s) or regulation(s) establish a time period of more than thirty (30) days for an individual to respond to a notice proposing an adverse action, the SPAA may substitute such other time period. In addition, each individual who may be the subject of adverse action will be further advised by the SPAA that unless a response is received within thirty (30) days from the date on which the written notice was mailed or otherwise provided to the individual (or within the longer specified time period provided by program statute(s) or regulation(s)), the SPAA will infer that the information provided to the individual is accurate and correct and will take appropriate action. Appropriate action may include adjustment to, or termination of, the public assistance benefit; initiation of action to collect any overpayments made; and/or possible instituting of administrative and/or judicial action against the individual.
5. The SPAA will make all final determinations and take such action as is considered warranted and appropriate.

If the SPAA intends to reduce, suspend, terminate, or deny benefits as the result of information provided by this matching program, the SPAA must provide the affected individual proper notice of its findings and an opportunity to contest the findings at a fair hearing in accordance with 42 C.F.R. § 431.200-250 for the Medicaid program, 7 C.F.R. § 273.15 for the Supplemental Nutrition Assistance Program, and State-established procedures for the TANF program.

VI. DISPOSITION OF MATCHED ITEMS

The SPAA will retain all identifiable records resulting from a match for the period of time required for any processing related to the matching program. The SPAA will destroy all individually-identifiable records at the completion of each quarterly matching period, except for those records that must be retained in the individual's permanent case file in order to meet evidentiary requirements.

In approximately September of 2025, Do Not Pay (DNP), part of the Bureau of the Fiscal Service within the U.S. Department of the Treasury, will begin providing computer resources to support the development and operation of PARIS information exchange initiatives.

VA is currently working on data designation with DNP to receive and dispose of match data once the PARIS VA agreement has been completed. VA will provide an addendum to PARIS office with federal register notice by November 2025.

A separate agreement between ACF and DNP provides that DNP will destroy all SPAA

data used in each match within 60 days after the match.

https://acf.gov/sites/default/files/documents/paris/2024-ACF-PARIS_DNP-Agreement-signed--website.pdf

VII. SECURITY AND PRIVACY REQUIREMENTS AND PROCEDURES

The Privacy Act requires that each matching agreement specify procedures for ensuring the administrative, technical, and physical security of the records matched and the results of such programs (5 U.S.C. § 552a(o)(1)(G)).

A. Requirements Applicable to Safeguarding of VA and SPAA records by DNP

VA will not handle SPAA data, but instead will provide DNP with a file of identifying information about individuals receiving VA compensation and pension benefits and the amounts of the benefits. DNP will match the SPAAs' files with the VA file and provide match results to the relevant SPAAs. Given that, the previously linked agreement (section. VI) between ACF and DNP will require DNP to adhere to the following security and privacy safeguards and procedures in the handling of VA-provided and SPAA-provided data in the execution of this agreement:

1. DNP shall establish appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records; to protect against any anticipated threats or hazards to their security or integrity, which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom information is maintained.
2. DNP will transmit data only through secure means, e.g., secure file transfer protocols, virtual private networks, secure socket layers, symmetric key encryption or other generally recognized means of securing data transmissions.
3. DNP will limit access to the records matched and to any records created by the match will be restricted only to authorized employees and officials requiring them to perform their official duties in connection with the uses of the information authorized in this agreement.
4. DNP will store records matched and any records created by the match in an area that is physically safe from access by unauthorized persons during duty hours, as well as non-duty hours or when not in use, to include ensuring the removal of any data from the work site for official purposes (e.g., telework, working from a residence, etc.) is only accomplished in accordance with agency procedures to protect the data (e.g., password protocols, encryption, etc.) if the portable devices storing the data (e.g., laptop hard drives, CDs, disks, etc.) are lost, stolen, or otherwise compromised.
5. DNP will transmit and process the records matched and any records created by the match under the immediate supervision and control of authorized personnel in a manner to protect the confidentiality of the records, and in

such a manner to prevent unauthorized persons from retrieving any such records by means of computer, remote terminal or other means.

6. DNP will ensure all personnel with access to the records matched and to any records created by the match will receive notification of the confidential nature of the information and the potential for civil and criminal sanctions for noncompliance with security and privacy safeguards.

DNP shall report information security incidents, where the confidentiality, integrity, or availability of a DNP system that contains information exchanged under this agreement is affected, to the [National Cybersecurity & Infrastructure Security Agency \(CISA\)](#) with the required data elements, as well as any other available information in accordance with relevant Department of Treasury policies, and notify the VA and SPAA Systems Security Contact named in Section XIII of this agreement of same. If DNP is unable to speak with the VA or SPAA Systems Security Contact within one hour, or if for some other reason notifying the VA or SPAA Systems Security Contact is not practicable (e.g., it is outside of the normal business hours), DNP will contact, as applicable, the SPAA Program Contact provided on the SPAA signature page or the VA approval contact in section XIV of this agreement. DNP will also report such incidents to ACF, via email to paris@acf.hhs.gov for situational awareness purposes. No PII will be included in any incident reports.

B. Requirements Applicable to Each SPAA's Safeguarding of VA Records received by Treasury/BFS/DNP and SPAA Records Received from other SPAAs.

1. The SPAA agrees to comply with relevant laws, directives, and regulations to the extent applicable with respect to the handling of VA data, to include requirements for safeguarding Federal information systems and federal agency records, including the Privacy Act of 1974, as amended (5 U.S.C. § 552a); the E-Government Act of 2002, which includes the Federal Information Security Management Act of 2002 (FISMA), 44 U.S.C. §§ 3541-3549, as amended by the Federal Information Security Modernization Act (FISMA) of 2014, 44 U.S.C. §§ 3551-3558; related Office of Management and Budget (OMB) circulars and memoranda, including OMB Circular A-130, Managing Information as a Strategic Resource (July 28, 2016); and OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information (January 3, 2017); and relevant National Institute of Standards and Technology (NIST) directives and guidance. These security and privacy safeguards and procedures include but are not limited to:
 - a. The SPAA will ensure all personnel with access to the records matched and to any records created by the match will receive notification of the confidential nature of the information and the civil and criminal sanctions for noncompliance in applicable Federal laws.

In the event of any actual or suspected loss, theft, or compromise (breach) of any VA or SPAA PII related to this agreement, including a computer security incident of the information systems that contain VA or SPAA information shared under this agreement, and in the event of a security incident where the confidentiality, integrity or availability of a Federal (i.e., Treasury/BFS/DNP) information system of the Executive Branch is potentially compromised, the SPAA will: (1) notify ACF via email to paris@acf.hhs.gov for situational awareness purposes; (2) notify CISA with the required data elements, as well as any other available information, within one hour of the incident being identified by the affected Federal agency's top-level Computer Security Incident Response Team (CSIRT), Security Operations Center (SOC), or information technology department; (3) notify Treasury/BFS/DNP by email notification (4) notify VA through Treasury/BFS/DNP, by notifying the VA Systems Security Contact (ISSO) named in Section XIII of this CMA by email, (if the actual or potential breach affects VA, the Treasury/BFS/DNP contact will reach out to VA), and if the SPAA is unable to speak with the DoD System Security Operations System within one hour, the SPAA will contact Treasury/BFS/DNP at: PARIS.technical.support@stls.frb.org and (5) notify the other SPAAs by transmittal. No PII will be included in any incident reports.

- b. If the SPAA experiencing the breach of PII determines the risk of harm to affected individuals or to the agency requires notification to affected individuals and/or other remedies, the SPAA will carry out the remedies and assume all costs of the remediation and will keep DoD and ACF informed of such plans and actions.
 - c. The SPAA agrees that ACF, VA and DNP, may conduct on-site inspections of SPAA facilities or make other provisions to ensure the retention of adequate safeguards by participating SPAAs. The SPAAs agree to provide security documents showing their security posture. The SPAA agrees to make available to ACF, VA, and DNP, upon request, system security evidence for the purpose of making risk-based decisions. Requests for this information may be made by any party at any time throughout the duration of this CMA.
2. SPAAs' records are governed by separate security and privacy requirements which are likely to vary by State. SPAAs agree to adhere to the following security and privacy safeguards and procedures in the execution of this agreement:
- a. Each SPAA shall establish appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records; to protect against any anticipated threats or hazards to their security or integrity, which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom information is maintained.
 - b. The SPAA will transmit data only through secure means, e.g., secure file transfer protocols, virtual private networks, secure socket layers, symmetric key encryption or other generally recognized means of securing data transmissions.
 - c. The SPAA will limit access to any records created as a result of the

matched records and will restrict access to authorized employees and officials as required to perform their official duties as authorized in this agreement.

- d. The SPAA will store records matched and any records created by the match and any media in which they are contained in an area that is appropriately safeguarded and physically safe from access by unauthorized persons during duty hours, as well as non-duty hours or when not in use, to include ensuring the removal of any data from the work site for official purposes (e.g., telework, working from a residence, etc.) is only accomplished in accordance with agency procedures to protect the data (e.g., password protocols, encryption, etc.) if the portable devices storing the data (e.g., laptop hard drives, CDs, disks, etc.) are lost, stolen, or otherwise compromised.
- e. The SPAA will transmit and process any records created by the match under the immediate supervision and control of authorized personnel in a manner to protect the confidentiality of the records, and in such a manner to prevent unauthorized persons from retrieving any such records by means of computer, remote terminal or other means.
- f. The SPAA will ensure all personnel with access to the records matched and to any records created by the match will receive notification of the confidential nature of the information and the potential for civil and criminal sanctions for noncompliance with security and privacy safeguards.

C. Requirements Applicable to VA and Treasury/BFS/DNP

In VA's transmitting of its data to Treasury/BFS/DNP. VA and Treasury/BFS/DNP agree to comply with federal security and safeguarding requirements, including the Privacy Act of 1974, as amended (5 U.S.C. § 552a); the E-Government Act of 2002, which includes the Federal Information Security Management Act of 2002 (FISMA), 44 U.S.C. §§ 3541-3549, as amended by the Federal Information Security Modernization Act of 2014, 44 U.S.C. §§ 3551-3558; OMB Circular A-130, Managing Information as a Strategic Resource (July 28, 2016); OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information (January 3, 2017); and standards issued by the U.S. Department of Commerce's National Institute of Standards and Technology (NIST).

VIII. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

Where State law allows, when determining eligibility for Medicaid benefits, the SPAA will exclude (not use) this portion of VA data in the match results: Veteran's aid-and-attendance VA income of \$90 or less. Where State law prohibits this exclusion, the SPAA will recommend State legislation that will permit this exclusion. Each agency agrees to the following limitations on access to, disclosure of, and use of data files and information, in any form, provided by the other agency:

1. That the original data files, in any form, provided by each agency as part of the

matching program will remain the property of the agency furnishing the files and will be destroyed after the matching program is completed, not more than 6 months after receipt of the electronic files. Destruction will be accomplished by electronic erasure or other appropriate method that ensures the data is not recoverable.

2. That the data supplied by each agency and the records created by the match will be used solely for the purposes of, and to the extent necessary in the administration of, the matching program covered by this agreement and any applicable laws.
3. That the files provided by each agency will not be used to extract information concerning individuals therein for any purpose not specified in the agreement.
4. That the files provided by each agency will not be duplicated or disseminated within or outside the agency without the written authority of the agency which furnished the data. No agency shall give such permission unless the redisclosure is required by law or essential to the conduct of the matching program.
5. That information resulting from the matching program may be disclosed for follow-up and verification, or for civil or criminal law enforcement investigation or prosecution, if the match uncovers activity that warrants such action.

The SPAA will not create a separate permanent file consisting of information regarding those individuals involved in the matching program covered by this agreement except as necessary to monitor the results of the matching program. States will submit and receive matching data electronically directly to and from DNP. The SPAA will retain the identifiable records (hits) resulting from the match only for the period of time required for any processing related to the matching program and will then destroy the records unless the information must be retained in individual file folders to meet evidentiary requirements. In the latter instance, the SPAA will retire identifiable records in accordance with the Federal records disposition schedule established pursuant to 44 U.S.C. § 3303 or in accordance with State law or regulation. Information about individuals verified as non-hits (record subjects are not both Federal and public assistance beneficiaries) will be destroyed immediately upon such verification.

The SPAA will keep an accurate accounting of disclosures from an individual's record as required by subsection (c) of the Privacy Act. This will permit record subjects to know how their personal information is used and to enable the agency to inform past recipients of disputed or corrected information. It also provides an audit trail for any subsequent reviews of agency compliance with subsection (b) of the Privacy Act pertaining to conditions of disclosure.

If records are to be disclosed to any SPAA contractor in order to accomplish the

matching program's purpose, the SPAA will obtain the written agreement of the contractor to abide by the terms of this agreement. Federal contractors will be subject to the provisions of the Privacy Act (i.e., subsection (m), as implemented by Part 24 of the Federal Acquisition Regulation) before receiving records relating to the matching agreement.

IX. RECORDS ACCURACY ASSESSMENT

Based on SPAA records received previously, the SPAAs' electronic files are 90% accurate. Previous computer matches with other agencies indicate that VA records are 99% accurate.

X. COMPTROLLER GENERAL ACCESS

The Government Accountability Office (Comptroller General) of the United States may have access to any records as necessary in order to monitor or verify compliance with this agreement.

XI. REIMBURSEMENT/FUNDING

Expenses involved with the data exchange outlined above will be reciprocal and not involve any cost adjustments among the agencies. It should be noted that cost adjustments have never been made among the Federal agencies and/or the SPAAs involved. Rather, the PARIS program has been (i.e., before DNP replaced DoD as the agency conducting the matches) and will continue to be operating on a no-fee basis, with ACF providing computer support to SPAAs at no cost via an agreement with Treasury/BFS/DNP.

XII. DURATION OF AGREEMENT

This agreement shall be in effect for 18 months from the effective date of the agreement and may be renewed by the agencies for a period of time not to exceed 12 months, subject to DIB approval, upon a showing that the matching program has been conducted in compliance with this agreement and will be conducted without change, as required by 5 U.S.C. § 552(a)(o)(2)(D).

The agreement will be effective when it is signed and when the following prerequisites have been met, in this order:

- 1) The VA DIB has approved the agreement.
- 2) OMB and Congress have received, and OMB has completed an advance review of, a matching program report prepared in accordance with the Privacy Act and OMB policies (in particular, OMB Circular A-108, Sections 8 and 9).
- 3) Notice of the matching program has been published in the *Federal Register* for 30 days.

If any agency that is party to this agreement does not want to renew it, that agency shall notify the others of its intention not to renew at least 90 days before the end of

the initial 18-month period. This agreement may be amended at any time, provided the changes are non-significant, by a written amendment to this agreement that satisfies all parties and is approved by the VA DIB.

Modification: The parties may modify this agreement at any time by a written modification, mutually agreed to by the parties, provided that it does not include a significant change, which would require a new agreement and matching notice.

Termination: This agreement may be terminated at any time with the consent of all parties. Any party may terminate the agreement upon written notice to all parties, 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, so long as the date is not later than the date the agreement expires.

XIII. PERSONS TO CONTACT

HHS/ACF

Alicia Gumbs
Office of Planning, Research and Evaluation
Administration for Children and Families
330 C Street, SW
Washington, D.C. 20201
(202) 690-8490
Email: Alicia.Gumbs@acf.hhs.gov

VA

VA Program Issues

Allison Conn
Compensation Service (212)
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810 Vermont Avenue, NW
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Data Security Issues

Daniel Dressler
Information Systems Security Officer
End User Operations (EUO) - Enterprise Security Operations (ESO)
IT Operations and Services (ITOPS)
Office of Information and Technology (OIT)
810 Vermont Avenue, NW
Washington, DC 20420
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BFS Technical Service Provider Contact (File Only)

Brian Hewitt
Solutions & Analytics Branch Manager
Fraud Prevention & Financial Integrity
Bureau of the Fiscal Service
W: (202) 874-5228
M: (917) 399-7931

XIV. APPROVALS

A. Program Official for VA

The authorized program official, whose signature appears below, agrees to the terms and conditions as set forth herein, affirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits the respective organizations to the terms of this agreement.

NINA TANN

Digitally signed by NINA
TANN

Date: 2025.07.28
11:02:59 -04'00'

Nina Tann
Executive Director
Compensation Service
Veterans Benefits Administration
U.S. Department of Veterans Affairs

Program Official for VA (continued)

The authorized program official, whose signature appears below, agrees to the terms and conditions as set forth herein, affirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits the respective organizations to the terms of this agreement.

**KEVIN
FRIEL** Digitally signed
by KEVIN FRIEL
Date: 2025.07.30
09:03:10 -04'00'

Kevin Friel
Executive Director

Pension and Fiduciary Service
Veterans Benefits Administration
U.S. Department of Veterans Affairs

B. Data Integrity Board for Veterans Affairs

The VA Data Integrity Board, having reviewed this agreement and finding that it complies with applicable statutory and regulatory guidelines, signifies approval thereof by the signature of the official below.

**MERISSA
LARSON**

Digitally signed by MERISSA
LARSON
Date: 2025.08.20 08:07:34
-04'00'

Merissa Larson

Chair, Data Integrity Board
U.S. Department of Veterans Affairs

C. Program Official for Health and Human Services

The authorized program official, whose signature appears below, agrees to the terms and conditions as set forth herein, affirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits the respective organizations to the terms of this agreement.

Robin R.
Collins -S



Digitally signed by
Robin R. Collins -S
Date: 2025.08.29
13:28:04 -04'00'

Robin Collins
Administration for Children and Families
Chief Information officer
Acting Chief Technology Officer
330 C Street, SW
Washington, DC 20201

Attachment A

Anticipated participating State Public Assistance Agencies (SPAAs):

1. Alabama Medicaid Agency
2. Alaska Department of Health and Social Services
3. Arizona Health Care Cost Containment System - Medicaid Agency
4. Arkansas Department of Human Services
5. California Department of Health Care Services
6. Colorado Department of Human Services
7. Connecticut Department of Social Services
8. Delaware Health and Social Services
9. District of Columbia Department of Human Services
10. Florida Department for Children and Families
11. Georgia Department of Human Services
12. Hawaii Department of Human Services
13. Idaho Department of Health and Welfare
14. Illinois Department of Human Services
15. Indiana Family and Social Services Administration
16. Iowa Department of Human Services
17. Kansas Department for Children and Families
18. Kentucky Cabinet for Health and Families Services
19. Louisiana Department of Children and Family Services
20. Maine Department of Health and Human Services
21. Maryland Department of Human Resources
22. Massachusetts Department of Transitional Assistance - Human Services
23. Michigan Department of Health and Human Services
24. Minnesota Department of Human Services
25. Mississippi Department of Human Services
26. Missouri Department of Social Services
27. Montana Department of Public Health and Human Services
28. Nebraska Department of Health and Human Services
29. Nevada Department of Health and Human Services
30. New Hampshire Department of Health and Human Services
31. New Jersey Department of Human Services
32. New Mexico Human Services Department
33. New York State Office of Temporary and Disability Services
34. North Carolina Department of Health and Human Services
35. North Dakota Department of Human Services
36. Ohio Department of Job and Family Services
37. Oklahoma Department of Human Services
38. Oregon Department of Human Services
39. Pennsylvania Department of Human Services
40. Puerto Rico Department of Health
41. Rhode Island Department of Human Services
42. South Carolina Department of Health and Human Services
43. South Dakota Department of Social Services

Attachment A (continued)

44. Tennessee Department of Human Services
45. Texas Health and Human Services Commission
46. Utah Department of Workforce Services
47. Vermont Agency of Human Services
48. Virginia Department of Social Services
49. Washington State Health Care Authority
50. West Virginia Department of Health and Human Resources
51. Wisconsin Department of Health and Family Services
52. Wyoming Department of Health

Attachment B: PARIS VA BEP Record Extract Layout

Record Extract Layout

Field#	Location	Field Name	Rule	Length
1	I - 9	VA File Number	Use FILE- NBR from AWARD- CMPSIT	9
2	10- 18	Veterans SSN	Use VET SSN NBR from EXTEND STATCL	9
3	19- 27	Beneficiary SSN	Use BENE- SSN- NBR from EXTEND- STATCL	9
4	28-36	Apportionee SSN	If APORTN- RECIP- ID from AWARD- CMPSIT does not equal PTCPNT_BENE_ID from AWARD CMPSIT, use SSN NBR from PERSON. See section 2.4. (Common selection criteria) for selecting ssn from person table.	9
5	37	Veteran SSN Verification Indicator.	Use VET- SSN- VRFCTN- STATUS- TYPE- CD from EXTEND STATCL	
6	38	Beneficiary SSN Verification Indicator	Use BENE- SSN- VRFCTN- STATUS- TYPE from EXTEND STATCL	
7	39-40	Payee Type Code	Use PAYEE- TYPE- CD from AWARD- CMPSIT	2
8	41-45	Award Type Code	Use AWARD- TYPE- CD from AWARD- CMPSIT	5
9	46-50	Award Line Type Code	Use AWARD- LINE- TYPE- CD from AWARD- CMPSIT	5
10	51	Award Status Code	Use AWARD- CURNT- STATUS- CD from AWARD CMPSIT	
11	52	Gender Code	Person who is entitled to the benefit (veteran, or payee other than veteran) Use BENE GENDER CD from EXTEND STACTL	
12	53-82	Last Name	Person who is entitled to the benefit (veteran, or payee other than veteran) Use BENE LAST NM from EXTEND STACTL	30
13	83-112	First Name	Person who is entitled to the benefit (veteran, or payee other than veteran) Use BENE FIRST NM from EXTEND STACTL	30
14	I 13-142	Middle Name	Person who is entitled to the benefit (veteran, or payee other than veteran) Use BENE MIDDLE NM from EXTEND STACTL	30
15	143-150	Beneficiary Birthday Date	Person who is entitled to the benefit (veteran, or payee other than veteran) Use BENE- BRTHDY- DT from EXTEND-	8

			STACTL. in MMDDYYYY format.	
16	151-152	VET AACD	Use VET_AA_CD from EXTEND- AWARD- CMPSIT	2
17	153-154	Spouse AA CD	If veteran record, Use SPOUSE_AA_CD from EXTEND- AWARD- CMPSIT Otherwise space.	2
18	155-157	Station Number	Use AWARD- STN- NBR from AWARD- CMPSIT	3
19	158	Spouse	If veteran record, Use Spouse_txt from AWARD_CMPSIT If spouse exists, set to Y Otherwi se set to N.	

Field#	Location	Field Name	Rule	Length
20	159-160	Minor Child	If not 306S, 306P, 306V, OLS, OLP, OLV Use MINOR- CHLDRN- NBR from current EXTEND- AW ARD- LINE Otherwise [zero].	2
21	161-162	School Child	If not 306S, 306P, 306V, OLS, OLP, OLV Use SCHOOL- CHILD- NBR from current EXTEND- AWARD- LINE Otherwise [zero].	2
22	163-164	Helpless Child	If not 306S, 306P, 306V, OLS, OLP, OLV Use HELP- CHILD- NBR from current EXTEND- AWARD- LINE Otherwise [zero].	2
23	165-166	Parent	Use PARENT- NBR from current EXTEND- AWARD- LINE Otherwise [zero].	2
24	167-169	Combined Degree	Use COMBND- DEGREE- PCT from AWARD- CMPSIT.	3
25	170-171	Entitlement Type Code	Use ENTLMT- TYPE- CD from AWARD- CMPSIT	2
26	172-183	Change Reason (1)	Use AWARD- LINE- REASON- TYPE- CD from AWARD- LINE- REASON. See Attachment B for priority list. If no AWARD- LINE- REASON- TYPE-	12

			CD found in the priority list, [use what is selected from database.]	
27	184-195	Change Reason (2)	Use AWARD- LINE- REASON- TYPE- CD from AWARD_LINE_REASON. See Attachment B for priority list. If no AWARD- LINE- REASON- TYPE- CD found in the priority list, [use what is selected from database.]	12
28	196-207	Change Reason (3)	Use AWARD- LINE- REASON- TYPE- CD from AWARD_LINE_REASON. See Attachment B for priority list. If no AWARD- LINE- REASON- TYPE- CD found in the priority list, [use what is selected from database.]	12
29	208-219	Suspense Reason	If AWARD_CMPSIT\$ AWARD_CURNT_STATUS_CD equal S [Use SUSPNS_REASON_ONE_TXT from EXTEND AWARD CMPSIT.]	12
30	220-227	Last Paid Date	Use LAST- PAID- DT from EXTEND- AWARD- CMPSIT. In MMDDYY format.	8
31	228-235	Effective Date	Use EFCTV- DT from AWARD- CMPSIT. In MMDDYYY format.	8
32	236-250	Gross Amount	If Apportionee record [zero] Otherwise Use GROSS AMT from AWARD CMPSIT	15
33	251-265	Net Award Amount	If Apportionee record [zero] Otherwise Use NET AMT from AWARD CMPSIT	15
34	266-280	Payment Amount	Actual payment issued associated to beneficiary or apportionee. Payment could be zero amount. Use AWARD- AMT from AWARD- CMPSIT [If no data selected, set to zero]	15
35	281-292	Frequency Pay Type Code	Use MO	12
36	293-301	IVAP Amount	Use IVAP AMT from AWARD CMPSIT	9

Field#	Location	Field Name	Rule	Length
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			Income Information is only associated to Live Improved Pension and Death Improved awards (Pension). So, this information will only be generated for those type awards. Income and expense information that supports the current award line will be provided. If the value is blank, the field will be set to SPACE.	
37	302-316	Beneficiary Annual Wages Amount	Use BENE- ANNUAL- WAGES- AMT from EXTEND INCOME [If no data selected, set to zero]	15
38	317-331	Beneficiary Annual Insurance Amount	Use BENE- ANNUAL- INS- AMT from EXTEND- INCOME [If no data selected, set to zero]	15
39	332-346	Beneficiary Annual Interest Amount	Use BENE- ANNUAL- INT- AMT from EXTEND- INCOME [If no data selected, set to zero]	15
40	347-361	Beneficiary Annual Social Security Amount	Use BENE- ANNUAL- SSN- AMT from EXTEND- INCOME [If no data selected, set to zero]	15
41	362-376	Beneficiary Annual CSR Amount	Use BENE- ANNUAL- CSR- AMT from EXTEND- INCOME [If no data selected, set to zero]	15
42	377-391	Beneficiary Annual MLTY Amount	Use BENE- ANNUAL- MLTY- AMT from EXTEND INCOME [If no data selected, set to zero]	15
43	392-406	Beneficiary Annual RRB Amount	Use BENE- ANNUAL- RRB- AMT from EXTEND- INCOME [If no data selected, set to zero]	15
44	407-421	Beneficiary Annual BL Amount	Use BENE- ANNUAL- BL- AMT from EXTEND- INCOME [If no data selected, set to zero]	15
45	422-436	Beneficiary Rest Annual Amount	Use BENE- REST- ANNUAL- AMT from EXTEND INCOME [If no data selected, set to zero]	15
46	437-451	Beneficiary Rest Exclusion Amount	Use BENE- REST- EXCLSN- AMT from EXTEND- INCOME [If no data selected, set to zero]	15
47	452-466	Spouse Annual Wages Amount	Use SPOUSE- ANNUAL- WAGES- AMT from EXTEND INCOME. [If no data selected, set to zero]	15
48	467-481	Spouse Annual Insurance Amount	Use SPOUSE- ANNUAL- INS- AMT from EXTEND INCOME. [If no data selected, set to zero]	15

49	482-496	Spouse Annual Interest Amount	Use SPOUSE- ANNUAL- INT- AMT from EXTEND INCOME. [If no data selected, set to zero]	15
50	497-511	Spouse Annual Social Security Amount	Use SPOUSE- ANNUAL- SSN- AMT from EXTEND INCOME. [If no data selected, set to zero]	15
51	512-526	Spouse Annual CSR Amount	Use SPOUSE- ANNUAL- CSR- AMT from EXTEND INCOME. [If no data selected, set to zero]	15
52	527-541	Spouse Annual MLTY Amount	Use SPOUSE- ANNUAL- MLTY- AMT from EXTEND INCOME. [If no data selected, set to zero]	15
53	542-556	Spouse Annual RRB Amount	Use SPOUSE- ANNUAL- RRB- AMT from EXTEND INCOME. [If no data selected, set to zero]	15

Field#	Location	Field Name	Rule	Length
54	557-571	Spouse Annual BL Amount	Use SPOUSE- ANNUAL- BL- AMT from EXTEND INCOME. [If no data selected, set to zero]	15
55	572-586	Spouse Rest Annual Amount	Use SPOUSE- REST- ANNUAL- AMT from EXTEND INCOME. [If no data selected, set to zero]	15
56	587-601	Spouse Rest Exclusion Amount	Use SPOUSE- REST- EXCLSN- AMT from EXTEND INCOME. [If no data selected, set to zero]	15
57	602-616	Med Expns Amt	Annual amount of medical expenses (CD equal '056') Use MED- EXPNS- AMT from EXTEND- INCOME [If no data selected, set to zero]	15
58	617-631	Edu Expns Amt	Annual amount of education expenses (CD equal 'EE') Use EDU- EXPNS- AMT from EXTEND- INCOME [If no data selected, set to zero]	15
59	632-646	Last Expns Amt	Annual amount of last expenses (CD equal 'LE') Use LE- EXPNS- AMT from EXTEND- INCOME [If no data selected, set to zero]	15
60	647-661	Hardship Amt	Annual amount of hardship expenses (CD equal 'FME') Use HRDSHP- AMT from EXTEND- INCOME [If no data selected, set to zero]	15

61	662-664	RCVBL	See section 2.1.5. for selecting receivables from extend finance table. If more than one row exists, set to "ALL" Otherwise use EXTEND FIN CD from EXTEND FIN.	3
62	665-679	RCVBL Amount	See section 2.1.5. for selecting receivables from extend finance table. If more than one exists, add all BAL_AMT's from EXTEND- FIN Otherwise use BAL-AMT from EXTERN FIN. [If no data selected, set to zero]	15
63	680-682	Monthly Deductions	See section 2.1.5. for selecting receivables from extend finance table. If more than one row exists, set to "ALL" Otherwise use EXTEND FIN CD from EXTEND FIN.	3
64	683-697	Deduction Amount	See section 2.1.5. for selecting receivables from extend finance table If more than one exists, add all BAL- AMT's from EXTEND- FIN Otherwise use BAL-AMT from EXTERN- FIN. [If no data selected, set to zero]	15
65	698-700	Proceeds	See section 2.1.5. for selecting proceeds from extend finance table Otherwise use EXTEND FIN CD from EXTEND FIN.	3
66	701-715	Proceeds Amount	Use BAL- AMT From EXTEND- FIN [If no data selected, set to zero]	15
67	716-716	Address Type Indicator	IBDN FORMAT_CD from EXTEND_ADDRS equal "N" set to "N" Otherwise set to "Y".	
68	717-751	Address Name/Fid	Use g_fidNmLinel from Common Letter clFindCurFidData function.	35
69	752-801	Address Fid Type	The Common Letter clFindCurFidData function will be used to select Fiduciary data. See section 2.1.4. for selecting Fiduciary data. Use g_db_prptnl_phrase_TN from Common Letter clFindCurFidData function.	50

Field#	Location	Field Name	Rule	Length
70	802-891	Address Name Beneficiary	The Common Letter clFindPersonData function will be used to select Person data. See section 2.1.4. for selecting Person data. Use [g_firstNm, g_midNm, g_lastNm] from Common Letter clFindPersonData function.	90

71	892-926	Corporate Format Address Line One	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "N", use ADDRS- ONE- TXT from PTCPNT- ADDRS Otherwise set to SPACE.	35
72	927-961	Corporate Format Address Line Two	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "N", use ADDRS- TWO- TXT from PTCPNT- ADDRS Otherwise set to SPACE.	35
73	962-996	Corporate Format Address Line Three	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "N", use ADDRS- THREE- TXT from PTCPNT- ADDRS Otherwise set to SPACE.	35
74	997- 1026	Corporate Format City Name	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "N", use CITY- NM from PTCPNT- ADDRS Otherwise set to SPACE.	30
75	1027- 1028	Corporate Format State Name	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "N", use POSTAL- CD from PTCPNT- ADDRS Otherwise set to SPACE.	2
76	1029- 1033	Corporate Format ZIP Code Prefix	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "N", use ZIP_ PREFIX_ NBR from PTCPNT_ ADDRS Otherwise set to SPACE.	5
77	1034- 1037	Corporate Format ZIP Suffix	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "N", use ZIP_ FIRST_ SUFFIX_ NBR from PTCPNT_ ADDRS Otherwise set to SPACE.	4
78	1038- 1087	Corporate Format Country Type Name	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "N", use CNTRY- TYPE- NM from PTCPNT- ADDRS Otherwise set to SPACE.	50
79	1088- 1103	Corporate Format Foreign Postal Code	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "N", use FRGN- POSTAL- CD from PTCPNT- ADDRS Otherwise set to SPACE.	16
80	1104- 1138	Corporate Format Province Name	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "N", use PRVNC- NM from PTCPNT- ADDRS Otherwise set to SPACE.	35
81	1139- 1173	Corporate Format Territory Name	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "N", use TRTRY- NM from PTCPNT- ADDRS Otherwise set to SPACE.	35
82	1174- 1185	Corporate Format Military Postal Type	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "N", use MLTY- POSTAL- TYPE- CD from PTCPNT- ADDRS Otherwise set to SPACE.	12
83	1186- 1197	Corporate Format Military	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "N", use MLTY- POST- OFFICE- TYPE- CD from PTCPNT ADDRS Otherwise set to SPACE.	12

		Post Office		
84	1198-1198	FILLER		
85	1199-1218	BDNFormat	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "Y", use TRSURY- ADDRS- ONE- TXT from PTCPNT- ADDRS Otherwise set to SPACE.	20
86	1219-1238	BDNFormat	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "Y", use TRSURY- ADDRS- TWO- TXT from PTCPNT- ADDRS Otherwise set to SPACE.	20

Field#	Location	Field Name	Rule	Length
87	1239-1258	BDNFormat	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "Y", use TRSURY ADDRS- THREE- TXT from PTCPNT ADDRS Otherwise set to SPACE.	20
88	1259-1278	BDNFormat	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "Y", use TRSURY ADDRS- FOUR- TXT from PTCPNT- ADDRS Otherwise set to SPACE.	20
89	1279-1298	BDNFormat	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "Y", use TRSURY ADDRS- FIVE- TXT from PTCPNT- ADDRS Otherwise set to SPACE.	20
90	1299-1318	BDNFormat	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "Y", use TRSURY ADDRS- SIX- TXT from PTCPNT- ADDRS Otherwise set to SPACE.	20
91	1319-1323	BDNFormat	IIBDN_FORMAT_CD from EXTEND_ADDRS equal "Y", use ZIP.PREFIX.NBR from PTCPNT.ADDRS Otherwise set to SPACE.	5
92	1324-1423	FILLER	SPACE	100

Layout Explanations

Address Display

Please note, if there is a corporate normalized address (if the address type indicator is set to "N") then both the normalized address *AND* BDN address fields will be filled in. However the normalized address should be used as this reflects the current information

If the address type indicator is set to "B", then the BDN format Mailing address will be the only address fields filled in.

Fiduciary

If a co-fiduciary existed, the extract will only include the first name listed for fiduciary

Filler

Included extra characters in case of any future expansion to the data fields

Attachment C: Cost Benefit Analysis for PARIS Computer Matching Programs

A. BACKGROUND

This cost benefit analysis (CBA) supports a computer matching program which will allow SPAAs to receive VA compensation and pension data from VA and DNP databases. Each SPAA will receive from DNP (the agency conducting the matches) the results of matches of VA pay and pension data with state information about the SPAA's public assistance clients, which the SPAA will use to verify client reporting of income and benefit circumstances, in order to more accurately determine program eligibility, payments, and recoupment of erroneous payments for HHS/CMS' Medicaid program, HHS/ACF's Temporary Assistance for Needy Families (TANF) program, USDA/FNS' Supplemental Nutrition Assistance Program (SNAP), and/or general assistance benefits.

Since 1993, ACF has been working with State Public Assistance Agencies (SPAAs) and other Federal agencies to develop information-sharing projects that have proven useful in verifying public assistance client circumstances. This work constitutes the Public Assistance Reporting Information System (PARIS). Under PARIS, ACF has sought to identify information-sharing opportunities and lead and coordinate the activities required to take advantage of these opportunities. As a result, ACF has been able to provide SPAAs with information from the Department of Veterans Affairs (VA) compensation and pension payment records as well as interstate public assistance benefit payments.

Starting in August of 1999, the U.S. Department of Defense, Defense Manpower Data Center (DoD/DMDC) began providing computer resources to support the development and operation of PARIS information exchange initiatives. In addition, DoD/DMDC made available to ACF and SPAAs, for statistical matching purposes, Federal benefit and earnings databases.

B. SUMMARY OF BENEFITS

Direct Benefits

Direct benefits include savings attributable to detecting unqualified clients:

- Denial of benefits to unqualified applicants, avoiding improper payments.
- Cessation of benefits to unqualified recipients, avoiding improper payments.
- Recovery of improper payments made to unqualified recipients.

Computer matches are an effective way for States to verify the income circumstances of applicants and ensure that payments and services are not provided to ineligible applicants. Results of the DNP, VA, and State agencies data files statistical match indicate that with information from this match, States will be able to recoup a substantial amount of funds paid to recipients who were not qualified for benefits and stop payments and services to unqualified recipients. This CBA focuses on the latter, avoiding improper payments, which is the most immediate benefit to the States.

Direct benefits also include possible savings attributable to shifting veterans off of state-funded public assistance and onto comparable VA-provided benefits. Examples of such programs in Washington State and California are described in the section *Recent PARIS Success Stories* below.

Indirect Benefits

Indirect benefits include greater public confidence and program support. Automation promotes cost efficiencies and program integrity, increasing the taxpaying public's confidence in and support for these public assistance programs. Reductions in erroneous payments and increased collections enable States and the Federal Government to devote more dollars to intended recipients.

Recent Match Results

All fifty States, the District of Columbia, and Puerto Rico (hereafter referred to collectively as *states*) participate in PARIS. Comparative Data for the four previous matches indicate a substantial amount of PARIS match activity:

Match Conducted February 2023

File (out of 52 states)	SSNs submitted	Matched SSNs
Interstate (47 states)	77,960,637	2,054,165
Veterans (39 states)	10,567,698	432,046
Federal (40 states)	10,709,226	496,334
Total matched SSNs		2,982,545

Match Conducted May 2023

File (out of 52 states)	SSNs submitted	Matched SSNs
Interstate (48 states)	79,669,327	2,135,007
Veterans (34 states)	10,308,261	409,093
Federal (41 states)	10,708,025	101,243
Total matched SSNs		2,645,343

Match Conducted August 2022

File (out of 52 states)	SSNs submitted	Matched SSNs
Interstate (51 states)	76,529,944	1,784,975
Veterans (39 states)	10,178,896	21,140
Federal (43 states)	10,688,544	84,148
Total matched SSNs		2,290,263

Match Conducted November 2022

File (out of 52 states)	SSNs submitted	Matched SSNs
Interstate (49 states)	77,839,917	1,912,712
Veterans (42 states)	10,278,715	420,942
Federal (33 states)	10,700,931	78,618
Total matched SSNs		2,472,272

The November 2023 Federal file breakdown was

<i>Match Files</i>	<i>Total Records</i>
DoD Civilian Personnel	750,840
DoD Civilian Pay	785,233
Active Duty Personnel	1,373,120
Military Active Duty Pay	1,367,323
Military Reserve Pay	978,112
Reserve Personnel	1,241,552
Non-Appropriated Fund Civilian Monthly	117,574
Military Retired Pay	2,363,691
Military Retiree Survivor Pay	333,026
Total:	9,310,471

Recent PARIS Success Stories

Reported experiences received by ACF from states with regard to benefits accrued from participating in PARIS and utilizing the Veterans Match include some of the following:

ARIZONA

The Arizona Health Care Cost Containment System (AHCCCS) reports it closed 12,748 cases in Federal Fiscal Year 2023, avoiding \$27,335,406 million. Only 94 cases that were initially discontinued due to the match requested reinstatement, showing the quality of the match information received.

CALIFORNIA

The California Department of Health Care Services reports that its usage of the PARIS Interstate match resulted in \$221.5 million in annualized cost avoidance for FY 2023-2024.

CONNECTICUT

The State of Connecticut Department of Social Services reports its usage of the PARIS Interstate match resulted in \$1,953,560.96 in annualized cost avoidance for 2023.

NEW YORK STATE

The New York's Office of Temporary and Disability Assistance closed or removed active clients from public assistance cases for projected cost savings of \$55.92 million between April 2023 and March 2024.

OREGON STATE

The Oregon Department of Human Services reported \$22 million in annualized cost avoidance and reduced or closed 11,292 cases between July 2023 and June 2024.

PENNSYLVANIA STATE

The Pennsylvania Department of Human Services reported \$7.9 million in annualized cost avoidance in FY 2023.

WASHINGTON STATE

The Washington State Health Care Authority's Veterans Program reported approximately \$26.7 million in Medicaid cost savings from cessation of managed care premium payments and reduction in fee-for-service claims due to Third Party Liability discovery from data matches between July 2023 and June 2024. The Washington State Department of Social and Health Services usage of the PARIS Interstate match (SNAP and TANF) resulted in nearly \$1.3 million in cost avoidance and approximately \$1.5 million in overpayments written in FFY2023 (Oct 2022 – Sept 2023). In FY 2024 (Oct 2023 – May 2024), the PARIS Interstate match (SNAP and TANF) resulted in nearly \$550 thousand in cost avoidance and nearly \$900 thousand in overpayments written.

Initial 2007 PARIS Cost Benefit Analysis

In 2007, the Administration for Children and Families (ACF) of the U.S. Department of Health and Human Services (HHS) contracted with Altarum Institute (Altarum) to conduct a cost benefit analysis of the Public Assistance Reporting Information System (PARIS). The purpose of this study was to develop and populate cost-benefit models that could be used to assess the potential impact of PARIS on State program expenditures and integrity. The PARIS Cost Benefit Analysis Final Report is posted on the PARIS website.

The diversity of States' approaches to PARIS, combined with a lack of tracking results, made it difficult to create a single uniform approach to calculating PARIS costs and benefits. However, models were developed that would allow States to use a consistent approach to calculating costs and benefits for specific PARIS activities, such as managing clients who moved from one State to another but did not report the move, or clients that did not report income from Federal sources.

At a national-level, the PARIS project will produce a positive return on investment, and this conclusion appears robust under varying conditions designed to test the sensitivity of these results and to more accurately reflect the current scope of PARIS activities. National-level cost benefit results are presented in terms of returns on investment (ROI) and in terms of actual net savings for each file and program, as well as overall. Sensitivity analysis was used to test the impact of assumptions about the time required to work a match, the percent of cases closed due to PARIS matches, and the number of States that actually conduct follow-up investigations of PARIS matches. Table of Costs and Benefits assuming 100 percent closure rate on match hits

National Cost Total (Per Year; 4 Cycles Per Year):

	Nov. '07	Feb.'08	May'08	Aug. '08	Total
All	\$945,320	\$791,088	\$758,847	\$1,224,921	\$3,720,176

National Benefit Total (Per Year; 4 Cycles Per Year):

	Nov. '07	Feb. '08	May '08	Aug. '08	Total
SNAP	\$4,458,013	\$3,710,736	\$3,879,230	\$7,574,655	\$19,622,634
TANF	\$304,359	\$369,878	\$344,617	\$608,859	\$1,627,713
Medicaid	\$58,768,122	\$34,163,321	\$34,647,426	\$72,597,800	\$200,176,669
Total	\$63,530,494	\$38,243,935	\$38,817,273	\$80,781,314	\$221,427,016

However, for most States, ongoing costs of PARIS operations were not commonly tracked, as most States incorporate PARIS activities into a more general, higher-level compliance activity. None of the States included in the 2007 analysis had a tracking system that would allow one to track costs specifically to PARIS activities. However,

some States were able to provide estimates of the amount of time needed to create the files, submit the match, and filter and distribute the results. These estimates were averaged to approximate the annual costs per State, which were: systems processing cost of \$8,000 annually (if submitting for all four quarters), annual program specialist cost of \$22,265, administrative and supervisory cost of \$10,810 annually, and State costs to close each case (secondary verification, client notice, hearings and appeals, etc.) for a total average of \$71,541.87 per State per year times 52 (50 States, District of Columbia and Puerto Rico), totaling \$3,720,176 million for all States combined. These are assumed fixed costs for each state; the costs from investigating the matches will vary with the number of matches returned to States resulting in a higher national cost total cited above.

It is important to note that Improper Payments that are avoided in the Medicaid Program would accrue to the States, savings from the TANF program would accrue to both the States and the Federal Government, and saving from the Supplemental Nutrition Assistance Program would generally accrue to the Federal Government.

Cost Estimates for DoD/DMDC Functions (PARIS Technical Services)

Current Routine Automated Matching

A GS-13/10 Information Technologist grade level at \$75.11 per hour (Salary Table 2025-DCB) receives the states' submissions. The data is reformatted for consistency between states. The data is then run through a series of programs to match the SSN and create output files for each match (Interstate, Veterans, and Federal) and each participating state. This process takes approximately 3 weeks (120 hours) from start to finish.

Cost - \$10,606.20

Miscellaneous Development and Programming Tasks

Periodically, a computer program must be written or modified to maintain/update match programs. With analysis, testing and audit, if necessary, costs for several episodes are as indicated.

Once a year cost = \$2,890.00.
 $\$2,890.00 / 4 = \722.50

Cost - \$722.50

Preparation of Matching Agreement

Any preparations, negotiations, reviews, and concurrences are handled by various levels within the DMDC. This consumes at least 20 hours of work at an average GS-14/6 grade level at \$79.65 per hour. The agreement will last for 30 months (18 months original and 12 month extension), therefore the cost is spread out over approximately 10 matches.

$\$1,593.00 / 10 = \159.30

Cost - \$159.30

Computer Processing

The computer being used for the processing of the PARIS match is located at the Naval Postgraduate School in Monterey California. The primary usage for this mainframe computer is to process other DoD applications not related to the PARIS match. DMDC will not keep any data submitted by the states; it will be required to destroy all SPAA data used in each match within 60 days after the match. Costs for the computer processing are \$16,573.50 per quarterly match. (CPU based on: 52 states for Interstate= 127 min., 52 states for Veteran= 127 min. and 52 states for Federal= 127 min@ \$43.50 per min)
 $\$43.50 * 381 \text{ minutes} = \$16,573.50$

Cost - \$16,573.50

Cost Summary

Total DMDC cost per cycle= $\$25,105.64 / 875,304$ projected individual cases= approximately \$.029 per case (per state match found based on November 2019 Interstate= 512,525; Veterans= 303,923 and Federal= 58,856).

Total DMDC cost per year= $\$25,105.64 * 4$ matching cycles per year= \$100,422.56

1. Total DMDC cost per year= \$100,422.56
2. Total DMDC cost per cycle= \$25,105.64
3. Total DMDC cost per case= \$.029

Cost Estimates for ACF Functions (PARIS Oversight)

Preparation of Matching Agreements

The U.S. Department of Defense computer matching agreement for this matching program will be facilitated by ACF and will be handled and reviewed by numerous VA, and ACF employees. Upon completion DNP will be notified by ACF regarding technical services for this agreement. Because VA data will be the only federal agency data used in the matching program, only the VA Data Integrity Board (DIB) will be required to approve the computer matching agreement (the HHS DIB may review it but need not approve it.) We will assume that the preparation, negotiations, reviews, and concurrence by various levels within the involved agencies as well as the Data Integrity Board members and staff consume at least 200 hours of work at an average GS-14/6 grade level at \$79.65 per hour. The agreement will last for up to 30 months (18 month initial term and 12 month renewal term), therefore, the cost is spread out over approximately 10 matches.

$\$15,930.00 / 10 = \$1,593.00$

Cost - \$1,593.00

PARIS Coordinator

A GS-14/6 Management Analyst spends about 30% of their time coordinating PARIS activities. Each cycle would be \$12,197.18. There are four cycles in a year.

Cost per match cycle - \$12,197.18

Cost Summary

Total ACF cost per cycle= \$13,790.18/ 3,872,291 projected individual cases= approximately \$.0035 per case (per state match found based on November 2022 Interstate= 2,659,457: Veterans= 972,322: and Federal= 240,512).

Total ACF cost per year= \$13,790.18 * 4 matching cycles per year= \$55,160.72

1. Total ACF cost per year= \$55, 160.70
2. Total ACF cost per cycle= \$13,790.18
3. Total ACF cost per case= \$.0035

Cost Estimates for VA Functions (PARIS VA Data Coordination)

Preparation of Matching Agreement

Any preparations, negotiations, reviews, and concurrences are handled by various levels within the VA. This consumes at least 20 hours of work at an average GS-14/6 grade level at \$79.65 per hour. The agreement will last for 30 months (18 months original and 12 month extension), therefore the cost is spread out over approximately 10 matches.

$\$1,593.00 / 10 = \159.30

Cost - \$159.30

Data File Processing

The Veterans data file is compiled at the VA's Hines Data Center and transmitted to DMDC on a quarterly basis. This consumes at least 20 hours of work at an average GS-13/6 grade level at \$67.41 per hour.

$\$1,348.20 * 4 = \$5,392.80$

Cost - \$5,392.80

Cost Summary

Total VA cost per cycle= \$1,483 / 408,936 projected individual cases= approximately \$.0015 per case (per state match found based November 2023 Veterans = 408,936)

Total VA cost per year= \$1,507.50 * 4 matching cycles per year= \$6,030.00

1. Total VA cost per year= \$6,030.00
2. Total VA cost per cycle= \$1,507.50
3. Total VA cost per case= \$.0036

Cost Estimate Summary

The total estimated cost for DMDC, ACF, and VA= \$.0129 per matched case (\$.0067 + \$.0036 + \$.0023, respectively). This amount is insignificant when compared to the estimated savings illustrated above from the States cited.

Overall Costs

Average State Cost to close a case (secondary verification, client notice, hearings and appeals, etc.) is estimated at \$500, average DoD, ACF, and VA cost per case is approximately \$.05 for a total of \$500.05.

Alternatives

The alternatives to computer matching are far more expensive and, in most cases, impractical. Manual comparison of millions of payroll and retirement records with State records would take an enormous amount of human resources and time.

C. COST BENEFIT ANALYSIS FOR PARIS COMPUTER MATCHING PROGRAMS

Costs

Personnel costs & Computer costs

- Agencies: Total for All State and Federal Agencies, Per Year: \$3,887,046.10
(Per Case: \$500.05)
 - o Source (VA): Per Year: \$5,932.08 (Per Case: \$.004)
 - o Recipient (52 SPAAAs combined): Per Year: \$3,720,177 (Per Case: \$500)
 - o Facilitating Agency (HHS/ACF): Per Year: \$55,160.70 (Per Case: \$.014)
 - o DoD/DMDC: Per Year: \$105,776.08 (Per Case: \$.029)
 - o Justice System Agencies: *unknown*
- Public Assistance Clients and Third Parties Assisting Them (e.g., in contesting match errors/correcting erroneous information): *unknown*
- General Public: *unknown*

Benefits

Avoidance of future improper payments

- Agencies:
 - o Source (VA): *NIA*
 - o Recipient (SPAAs): Total for All State Agencies, Per Year: *\$221,427,016*
 - o Facilitating Agency (HHS/ACF): *NIA*
 - o DoD/DMDC: *NIA*
 - o Justice System Agencies: *unknown*
- Public Assistance Clients: *improved service delivery to clients, by using computer matching instead of a manual process to determine eligibility; increased resources and less participation stigma for intended program beneficiaries, due to screening out improper beneficiaries*
- General Public: *increased public support for and confidence in the public assistance programs benefitted by the matching program; savings to taxpayers resulting from improved program integrity and efficiency*

Recovery of improper payments and debts

No data has been developed because it is believed to be insignificant compared to improper payments avoided.

Shifting of veterans from state-funded public assistance to VA-provided benefits

No data has been systematically calculated because it has been a state-developed secondary application for the Veterans Match data.