

**COMPUTER MATCHING AGREEMENT
BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS
AND THE DEPARTMENT OF DEFENSE
FOR DETERMINATION OF ELIGIBILITY
FOR MONTGOMERY GI BILL AND THE POST- 9/11 GI BILL BENEFITS**

Article I. Introduction

A. Supersedure

This computer matching agreement supersedes all existing data exchange agreements or memoranda of understanding between the Department of Defense (DoD) and the Veterans Benefits Administration, Department of Veterans Affairs (VA), applicable to determining the eligibility for payment of benefits under the Montgomery GI Bill — Active Duty (Chapter 30), the Montgomery GI Bill — Selected Reserve (Chapter 1606), and the Post-9/11 GI Bill (Chapter 33) and continued compliance with the requirements of all programs.

B. Guidance

This agreement between DoD and the VA is executed to comply with the Privacy Act of 1974, as amended, 5 U.S.C. §552a, and with Office of Management and Budget (OMB) guidelines published at 54 Fed. Reg. 25818, June 19, 1989, interpreting the provisions of the Privacy Act pertaining to computer matching, as well as those computer matching portions of a revision of OMB Circular No. A-108, Federal Responsibilities for Review, Reporting, and Publication under the Privacy Act (December 23, 2016).

C. Abbreviations and Definitions. The following are applicable to terms used in this agreement:

1. Disclose and disclosure. The release outside the agency (department) of information or data, with or without the consent of the individual to whom the data pertain, either by DoD or VA.

2. DMDC. Defense Manpower Data Center, DoD Center Monterey Bay, 400 Gigling Road, Seaside, CA 93955-6771. Telephone (831) 583-2400 or DSN 878-2951.

3. DoD. Department of Defense.

4. DHS. Department of Homeland Security.

5. Federal benefit programs. As defined in subsection (a)(12) of the Privacy Act, for purposes of this agreement, means the Montgomery GI Bill – Selected

Reserve program; the Montgomery GI Bill – Active Duty program; and the Post-9/11 GI Bill program.

6. Matching program. As defined in subsection (a)(8) of the Privacy Act, means the program activities described in this Agreement in support of the three specified Federal benefit programs.

7. OMB. Office of Management and Budget.

8. Privacy Act. The Privacy Act of 1974, as amended, 5 U.S.C. §552a.

9. Recipient agency. As defined in subsection (a)(9) of the Privacy Act, means the Department of Veterans Affairs, Veterans Benefits Administration, which is the agency receiving the records and actually performing the computer match, *i.e.*, the matching agency.

10. Source agency. As defined in subsection (a)(11) of the Privacy Act, means the Department of Defense, the agency initially disclosing the records for the purpose of a computer match.

11. SSN. Social Security Number.

12. VA. Veterans Benefits Administration, Department of Veterans Affairs, 810 Vermont Avenue, NW, Washington, DC 20420.

Article II. Purpose and Legal Authority

A. Purpose

The purpose of this computer matching program between the VA and DoD is to verify that individuals meet the conditions of military service and eligibility criteria for payment of benefits determined by the VA under three enacted Federal benefit programs: the Montgomery GI Bill – Selected Reserve; the Montgomery GI Bill – Active Duty; and the Post-9/11 GI Bill.

B. Legal Authority

The legal authority for the three Federal benefit programs is contained in Title 10, U.S.C. Sections 16131, 16131a, 16132, 16132a, 16133 and 16136 (Montgomery GI Bill – Selected Reserve); Title 38, U.S.C. Sections 3011, 3012, 3018A and 3018B8 (Montgomery GI Bill – Active Duty); and Title 38, U.S.C. Sections 3301, 3311, 3312, 3313 (Post-9/11 GI Bill); Public Law 114-315 (Jeff Miller and Richard Blumenthal Veterans Health Care and Benefits Improvement Act of 2016) dated December 16, 2016; Public Law 115-48 (Harry W. Colmery Veterans Educational Assistance Act of 2017) which includes multiple benefit expansion provisions such as those cited in Sections 3301, 3311 of title 38 and

Section 16167 of title 10 U.S.C under the new law; and Public Law 115-407 (Veterans Benefits and Transition Act of 2018), which under section 106, amends the section heading for section 302 of the Harry W. Colmery Veterans Educational Assistance Act of 2017 (Public Law 115–48; 131 Stat. 990) to clarify that section 302 applies to the use of educational assistance under any VA educational assistance program to pursue independent study programs at certain educational institutions that are not institutions of higher learning. In addition, Section 1002 of Public Law 116-315 (Johnny Isakson and David P. Roe, M.D. Veterans Health Care and Benefits Improvement Act of 2020) amends 38 U.S.C. § 3311(b) to expand eligibility to the Post-9/11 GI Bill Program. The administrative responsibilities designated to both agencies by law require that data be exchanged in administering the programs.

Article III. Justification and Expected Results

A. Justification

The Montgomery GI Bill — Selected Reserve (Chapter 1606) program was designed by the Congress to require determination of initial eligibility and changes in eligibility status by the Reserve and Guard Components. These Components include the Army Reserve, Navy Reserve, Air Force Reserve, Marine Corps Reserve, Army National Guard, and Air National Guard which are under DoD, and the Coast Guard Reserve which is under DHS when it is not operating as a service of the Department of the Navy.

The Montgomery GI Bill — Active Duty (Chapter 30) program was designed by Congress for those who served on active duty after June 30, 1985. The Post-9/11 GI Bill (Chapter 33) program was designed by Congress to expand the educational benefits for military veterans who served since September 11, 2001, on active duty or in the Selected Reserve within the Reserve and Guard Components. These Components include the Army, Army Reserve, Navy, Navy Reserve, Air Force, Air Force Reserve, Marine Corps, Marine Corps Reserve, Space Force¹, Army National Guard, and Air National Guard which are under DoD, and the Coast Guard Reserve which is under DHS when it is not operating as a service of the Department of the Navy. DoD also provides Post-9/11 transferability and eligibility data to support administration of benefits to the Uniformed Services of the National Oceanic and Atmospheric Administration and the U.S. Public Health Service.

Under the Montgomery GI Bill – Active Duty program and the Post-9/11 GI Bill program, DoD is required to provide data to VA that are used in VA’s determination of eligibility of benefits. The parties to this agreement have determined that a

¹ VA was informed by DoD that individuals who serve in the Space Force will be eligible for benefits under Chapter 30 and Chapter 33. DoD has not yet determined if a Space Force Reserve component will be established in the next 18 months. If DoD establishes a Space Force Reserve, these individuals could qualify for benefits under Chapter 30, Chapter 33, and Chapter 1606 and would be added to this matching program.

computer matching program is the most efficient, expeditious, and effective means of obtaining and processing the data needed by VA to verify individual eligibility for payment of benefits under all three Federal benefit programs. Computer matching is deemed the most effective tool because of the large number of potentially eligible claimants and the cost VA would have to incur in receiving data directly from DHS or the individual DoD Components. Over 7.7 million record changes (additions, deletions, and amendments) are processed annually. Computer matching eliminates the need for the DoD to use hard-copy notification of eligibility data to VA and for VA to manually input this data into the VA benefit payment system. Instituting a manual procedure would clearly impose a greater administrative burden and seriously delay the administrative process.

B. Expected Results

VA's agreement with DoD to provide educational assistance is a statutory requirement of the three Federal benefit programs that are the subject of this agreement: Chapter 1606, Title 10, U.S.C., (Montgomery GI Bill — Selected Reserve); Chapter 30, Title 38, U.S.C. (Montgomery GI Bill — Active Duty); and Chapter 33, Title 38, U.S.C. (Post-9/11 GI Bill). These laws require VA to make payments to eligible veterans, service members, guardsmen, reservists, and family members under the transfer of entitlement provisions. The responsibility of determining basic eligibility for Chapter 1606 is placed on the DoD. The responsibility of determining basic eligibility for Chapter 30 and Chapter 33 is placed on VA, while the responsibility of providing initial eligibility data for Chapter 30 and Chapter 33 is placed on DoD. Thus, the two agencies must exchange data to ensure that VA makes payments only to those who are eligible for a program. Without an exchange of enrollment and eligibility data, VA would not be able to establish or verify applicant and recipient eligibility for the programs. Subject to the due process requirements, set forth in Article VII.B.1. and 38 U.S.C. §3684A, VA may suspend, terminate, or make a final denial of any financial assistance on the basis of data produced by a computer matching program with DoD.

To minimize administrative costs of implementation of the law and to maximize the service to the veteran or service member, a system of data exchanges and subsequent computer matching programs was developed. The purposes of the computer matching programs are to minimize the costs of administering the Montgomery GI Bill — Active Duty, the Montgomery GI Bill — Selected Reserve, and the Post-9/11 GI Bill programs; facilitate accurate payment to eligible veterans or service members training under the Chapter of the Montgomery GI Bill — Active Duty, the Montgomery GI Bill — Selected Reserve, and the Post-9/11 GI Bill program; and to avoid payment to those who lose eligibility. The current automated systems, both at VA and DoD, have been developed over the last 26 years. The systems were specifically designed to utilize computer matching in transferring enrollment and eligibility data to facilitate accurate payments and avoid incorrect payments. The source agency, DMDC, stores eligibility data on its computer-based system of records. The cost of providing this data to VA

electronically is minimal when compared to the cost DMDC would incur if the data were forwarded to VA in a hard-copy manner. By comparing records electronically, VA avoids the personnel costs of inputting data manually as well as the storage costs of the DMDC documents. This results in an estimated annual savings of \$25,173,410 to VA in mailing and data entry costs. DoD reported an estimated annual savings of \$15,486,912. A cost-benefit analysis is provided at Attachment 1.

In the 37 years since the inception of the first of these three Federal benefit programs, the Chapter 30 program, the cost savings of using computer matching to administer the benefit payments for these programs have remained significant. VA foresees continued cost savings due to the large number of persons eligible for the three Federal benefit programs.

Article IV. Description of the Match and Records Involved

A. Description of the Match

VA establishes records for all individuals who have applied for benefits and must verify their eligibility under the Montgomery GI Bill — Active Duty, the Montgomery GI Bill — Selected Reserve, and the Post-9/11 GI Bill program. DMDC, as the source agency, will provide to VA the eligibility records on all Uniformed Service members consisting of the data elements set forth in Attachment 2, which lists specific data elements that are related to the requirements for eligibility for each Federal benefit program, including data on member contribution amounts, service periods, and transfer of entitlement. VA will match on several attributes, including SSN, DoD Electronic Data Interchange Personal Identifier (EDIPI - or VA_ID), Date-of-Birth, Last Name, and File Identification Number. Service submissions showing new eligibility records and changes in Chapter 30 eligibility statuses are processed daily at DMDC and transmitted electronically to VA weekly, while Chapter 33 service submissions are transmitted electronically to VA nightly via database replication in VA/DoD Identity Repository (VADIR) These files are loaded on VA computers and matched with VA benefit records to determine any adjustments to benefits that are necessary as a result of changed eligibility status. VA processes applications from claimants for educational benefits at two (2) Regional Processing Offices located throughout the country. The data are accessed through VA's Benefits Delivery Network and entered into the VA automated claims processing system to establish or change a benefit record for the claimant. VA benefit records are established on an ongoing real-time basis. For the Montgomery GI Bill — Active Duty, the Montgomery GI Bill — Selected Reserve, and the Post-9/11 GI Bill program, a match is accomplished between the application data entered in the benefit record and the enrollment and/or eligibility record submitted by DMDC. After an initial benefit record is established in the VA system, any changes in the enrollment and/or eligibility record provided by DMDC will result in a notification to VA by means of a computer match.

On a monthly basis, the VA makes available to DoD/DMDC via VADIR a copy of all VA military education benefit records so that DoD is aware of the payment status of recipients of these programs in order to validate certain VA information and to support the actuarial analysis and costing of the military education benefit fund. Specifically, DoD uses this data to integrate the VA reported education program months used by the sponsor and his/her dependents to allow for the sponsor to allocate or maintain transfer months amongst dependents in support of the CH33 Post 9/11 program; Additionally, DoD uses its access to MGIB CH1606 program usage records during its administration of the MGIB CH1606 Recoupment Program, under which a member's unfulfilled MGIB CH1606 service obligation is validated to identify overpayments made to the member. These records are then certified by DoD Service Component representatives and sent to DFAS for overpayment collection.

B. Privacy Act Systems of Records

1. Eligibility records are extracted from a DoD system of records identified as DMDC 02, DoD entitled: Defense Enrollment Eligibility Reporting System (DEERS), published in the Federal Register at 84 FR 55293 on October 16, 2019 and corrected at 84 FR 65975 on December 2, 2019. The categories of personnel are all uniformed services (active duty, discharged, separated or retired including members of the reserve and guard).

2. VA will use the system of records identified as "Compensation, Pension, Education, Vocational Rehabilitation and Employment Records – VA (58VA21/22/28)" first published at 41 FR 9294 (March 3, 1976), and last amended at 86 FR 61858 (Nov. 8, 2021), with other amendments as cited therein. Attachment 3 is a copy of the system notice.

C. Data Elements

See Attachment 2 for a listing of data elements used for this computer matching program.

D. Routine Uses

Agencies must publish routine uses pursuant to subsection (b)(3) of the Privacy Act for those systems of records from which they intend to disclose data. The systems of records described above contain routine use authority for disclosure of personal data between the agencies for the match, routine uses G.4 and D.6. for DoD and routine use 49 for VA. The routine use provisions are compatible with the purpose for which the data were collected in the record systems and also reflects that disclosures are subject to computer matching.

Article V. Starting and Completion Dates

A. Transmittal Letter Begins Review Time

When this agreement is approved and signed by the Chairpersons of the respective Data Integrity Boards, the VA, as the recipient agency, will submit this agreement and the proposed public notice of the match in duplicate via a transmittal letter to Congress and the OMB for review. The time period for review outside the agencies begins on the date of the transmittal letter.

B. Matching Notice Publication

Following the review period referenced in Section V.A., VA will forward the public notice of the proposed matching program for publication in the Federal Register as required by subsection (e)(12) of the Privacy Act. The matching notice will clearly identify the record systems and category of records being used. A copy of the published notice shall be provided to DoD.

C. Effective Date of Agreement When Matching Begins

The 30-day Congressional and OMB review period and the mandatory 30-day public comment period for the Federal Register publication of the notice will not run concurrently, unless OMB expedites its review period. The effective date of this matching agreement and the date when matching may begin shall be at the expiration of the 30-day Federal Register public comment period.

D. Duration of the Agreement

This agreement shall be valid for 18 months from its effective date. Within three months prior to expiration, the Data Integrity Boards may renew the agreement for up to one additional year if each agency's program manager certifies to its respective Data Integrity Board that:

1. The matching program will be conducted without change; and
2. The matching program has been conducted in compliance with the original agreement.

It shall be the responsibility of the recipient agency to prepare the renewal at least 90 days before the end of the current agreement. If either party does not wish to renew this agreement, it should notify the other of its intention not to renew at least 90 days before the end of the current agreement. This agreement may be modified at any time by a written modification to this agreement which satisfies the requirements of the Privacy Act by both parties and is approved by the Data Integrity Board of each agency.

E. Frequency of Matching

After the review/publication requirements have been satisfied and the matching agreement has become effective, matching will be conducted on a daily, weekly, or monthly basis, in accordance with Section IV.A.

F. Termination

This agreement may be terminated at any time with the consent of both parties. 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 so long as the date does not exceed either the original or extended completion date of the match. This agreement may also be terminated for violations of any security procedures as detailed in section IX.

Article VI. Notification Procedures

A. Direct Notice

Direct notice of the matching and interagency disclosures is provided to the individual by the DoD Privacy Act Statement on DD Form 2366, the application form used to participate in Chapter 30 (Attachment 4); and DD Form 2384-1, the application form used to participate in Chapter 1606 (Attachment 5). Direct notice of the matching is also provided to the individual by a Privacy Act Statement on VA Form 22-1990, Application for VA Education Benefits (Attachment 6); VA Form 22-1990E, Application for Family Member to use Transferred Benefits (Attachment 7); and VA Form 22-5490, Dependents' Application for VA Education Benefits (Attachment 8). After application, periodic notice is provided to the individual via education benefit information pamphlets published by VA and distributed yearly to all active trainees and all education and training facilities.

B. Constructive Notice

Any deficiencies as to direct notice to the individual for the matching program are cured 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, permitting disclosures of data and (2) the proposed match notice, as required by subsection (e)(12) of the Privacy Act, announcing the agency's intent to conduct computer matching for purposes of determining eligibility for Montgomery GI Bill and Post-9/11 GI Bill benefits.

Article VII. Verification Procedures

A. Initial Applications for Benefits

1. On an initial application, the Veterans Claims Examiner (VCE) will use Veterans Information Solution (VIS) or supporting documentation from the service member (e.g., DD214), or the DoD to verify service information. When the eligibility record indicates that the applicant is not eligible for the benefit sought, VA will notify the claimant of that fact and provide instructions for having the record corrected, if in error, or for appeal of the determination, if there is disagreement. On initial applications for the Montgomery GI Bill, since there is no VA benefit record, determinations are made without a computer match.

2. The DoD components will, upon request by VA or the claimant, review the eligibility data or determination and correct the data through the appropriate Service personnel systems or via the DMDC Benefits for Education Administrative Services Tool (BEAST) Application.

B. Changes in Eligibility Data

1. When a reported change in eligibility has been received by VA from DMDC and the affected veteran or service member has an existing VA benefit record, VA will notify the individual of any potentially adverse effect of the change and provide instructions for notifying VA of disagreement with the data within 30 days of the date of the receipt of the notice. The notification will include information on how to have erroneous data corrected. This notification will be accomplished before any adverse action is taken. In the absence of a correction to the eligibility record or correspondence from the individual contesting the adverse data, VA will, after the 10 day period specified in 38 U.S.C. §3684A, from the date of notification to the individual, reduce, terminate, or deny additional benefits, in accordance with the previous notification to the individual.

2. The DoD components will, upon request by VA or the claimant, review the eligibility data or determination and correct the data through the appropriate Service personnel system or via the DMDC BEAST Application.

3. If, after a potentially adverse change in eligibility status, VA receives a correction to the eligibility record which restores eligibility, VA will act on that correction without additional verification. If an individual veteran or service member submits correspondence indicating that the data from the computer match is in error, VA will request verification from the applicable DoD component before taking the proposed adverse action. If the accuracy of the adverse data is verified, VA will take the proposed action immediately.

4. If the service is found to be incorrect, VA will initiate contact with DoD. The DoD component will notify VA of the correct data and undertake immediate record

correction procedures. VA will defer adverse action upon receipt of this data, pending correction of the automated record. In the absence of a response from the DoD component or a correction in the eligibility record VA will, after 30 days from the verification request, take the proposed adverse action.

5. Upon completion of the adverse action, VA will notify the individual of appellate rights, amount of overpayment, if any, and procedures for requesting waiver of the overpayment.

Article VIII. Disposition of Records

Each party agrees to the following with respect to data ownership and retention:

1. VA will retain the DoD eligibility records provided under this agreement only for the period of time required for any processing related to the matching program and then will destroy the records unless the information must be retained in order to meet evidentiary requirements. In the latter instance, the eligibility records will be retired in accordance with the applicable records retention schedule (44 U.S.C. § 3303a).

2. DoD eligibility data sent to the VA pursuant to this agreement will remain DoD-owned records while stored in VADIR. Those records shall be retained in accordance with the Federal Records Act and applicable records schedules (44 U.S.C. 3303A). VA will not create a separate, permanent data set consisting of this information except as necessary to monitor the results of the matching program.

3. If any DoD eligibility record pertains to a match and warrants retention by VA, VA may copy the eligibility record and maintain it in the Service member / Veteran's file in the appropriate VA Privacy Act system of records associated with the VA activity supported by this matching agreement. Those records shall be retained in accordance with the Federal Records Act and applicable records schedules (44 U.S.C. 3303A).

4. If any VA military education benefit record made available to DoD under this agreement pertains to a match and warrants retention by DoD, DoD may copy the VA record and maintain it in the Service member / Veteran's file in the appropriate DoD Privacy Act system of records associated with the DoD activity supported by this matching agreement. Those records shall be retained in accordance with the Federal Records Act and applicable records schedules (44 U.S.C. 3303A).

Article IX. Security Procedures

A. Both VA and DMDC will safeguard individual records as required by the Privacy Act of 1974 and the OMB Computer Matching Guidelines. Access to working spaces and claims folder storage areas in VA regional offices is restricted

to VA employees on a need-to-know basis. File areas are locked after normal duty hours and the offices are protected from outside access by the Federal Protective Service or other security personnel.

B. Access to the automated records by both VA and DoD personnel requires clearance by the site security officer, whose responsibilities includes control of password and badge distribution.

C. The Montgomery GI Bill — Active Duty and the Montgomery GI Bill — Selected Reserve data transferred to VA from DMDC are retained in the VA/DoD Identity Repository (VADIR) which resides at the Austin Information Technology Center (AITC) in Austin, Texas. Access to the data processing center is restricted to center employees, custodial personnel, and security personnel. Access to computer rooms is restricted to authorized operational personnel through electronic locking devices. All other personnel gaining access must be escorted.

The Post-9/11 GI Bill data transferred to VA from DMDC are retained at the Terremark Center in Culpeper, Virginia. Access to the data processing center is restricted to center employees, custodial personnel, and security personnel. Access to computer rooms is restricted to authorized operational personnel through electronic locking devices. All other personnel gaining access must be escorted.

D. VA OIG and DMDC will safeguard each other's information as follows:

1. Each agency shall establish appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of the records and 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. These safeguards include both DMDC and VA agreeing to comply with the requirements of Federal Information Security Management Act (FISMA), 44 U.S.C. Sec 3551 at seq.; related Office of Management and Budget (OMB) circulars and memorandums, such as OMB Circular A-108, Federal Responsibilities for Review, Reporting, and Publication under the Privacy Act (December 23, 2016), and OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information (January 3, 2017), and National Institute of Science and Technology (NIST) directives. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize that laws, regulations, NIST standards, and OMB directives relating to the subject of this agreement

and published subsequent to the effective date must also be implemented if mandated;

2. Access to the records matched and to any records created by the match will be restricted only to those authorized employees and officials who require it to perform their official duties in connection with the uses of the information authorized in this agreement;
3. The records matched and any records created by the match will be encrypted and stored in any area that is physically safe from retrieval of any such records by means of computer, remote terminal or other means by unauthorized persons during duty hours as well as non-duty hours or when not in use;
4. The records matched and any records created by the match will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records, and in such a manner that unauthorized persons cannot retrieve any such encrypted records by means of computer, remote terminal or other means; and
5. All personnel who will have access to the records matched and to any records created by the match will be advised of the confidential nature of the information and civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

E. VA and DMDC may request on-site inspections or make other provisions to ensure that adequate safeguards are being maintained by both agencies.

F. VA and DMDC will also adopt policies and procedures to ensure that information contained in their respective records and obtained from each other shall be maintained and disclosed in accordance with the Privacy Act (5 U.S.C. § 552a), as amended, and the Freedom of Information Act, as amended (5 U.S.C. § 552), and the respective regulations promulgated thereunder.

G. Breach Notification: If an agency experiences a loss, theft, or other unauthorized access of PII received from the other party under the terms of this agreement, the agency must promptly notify the other party. Within 1 hour of identification of the incident by an agency's top-level Computer Security Incident Response Team (CSIRT), Security Operations Center (SOC), or information technology department, the agency must notify the National Cybersecurity and Communications Integration Center (NCCIC)/ United States Computer Emergency Readiness Team (US-CERT).

H. Each party shall fully cooperate with any investigation or analysis of the incident. Failure to cooperate may be deemed a material breach of this agreement and ground for termination of this agreement.

Article X. Records Accuracy Assessment

A. Service data used in this matching program are derived from the DMDC record system maintained by the DoD. This system is subject to standard internal control methodology to ensure record accuracy. Each Service that inputs data to the DMDC system has a review process which includes an opportunity for the individual to review the accuracy of data elements contained in the personnel file. Under the Privacy Act, individual Service members also have the right to access their records in the DMDC system and seek amendment of any data that is incorrect.

B. Use of data from these files in a number of financial and eligibility system applications indicates that the data pertaining to Uniformed Services are maintained with acceptable levels of accuracy using internal control processes.

C. In the case of Reserve and Guard members, the utilization of data from these personnel systems shows a somewhat lower, but still quite acceptable level of accuracy obtained in these files.

D. DoD component records and those records accessed by VA regional offices for payment purposes are subject to standard internal controls for data accuracy. The internal control processes ensure that data accuracy will stay within acceptable levels.

Article XI. Records Usage, Duplication, and Re-disclosure Restrictions

A. VA, as the recipient matching agency, will use the records submitted by DMDC solely for the computer match outlined in this agreement. VA will not duplicate or re-disclose records provided by DMDC within or outside VA without the written authority of DoD, unless required by law or when such duplication or re-disclosure is essential to the conduct of the matching program.

B. The data provided by each agency will not be used to extract data concerning individuals therein for any purpose not specified in this agreement.

C. Data 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.

D. Both parties will keep an accurate accounting of disclosure of an individual's record as required by subsection (c) of the Privacy Act so as to permit the individual to know how his or her personal data are being used; to enable the agency to

inform past recipients of disputed or corrected data; and to provide an audit trail for any subsequent reviews of agency compliance with subsection (b) of the Privacy Act pertaining to conditions of disclosure.

Article XII. Comptroller General Access

The Comptroller General of the United States may have access to all records stored at VA that the Comptroller General deems necessary in order to monitor or verify compliance with this agreement.

Article XIII. Reimbursement

Expenses incurred by this data exchange will not involve any payments or reimbursements between DOD and VA.

Article XIV. Points of Contact

A. The DMDC points of contact for program issues are:

Mr. Vincent Suich
Defense Manpower Data Center
DoD Center Monterey Bay
400 Gigling Road
Seaside, CA 93955-6771

B. The VA point of contact for program issues is:

Mr. Eric Patterson
Legislative Strategy Team Chief
Education Service
Veterans Benefits Administration, Department of Veterans Affairs
810 Vermont Avenue NW
Washington, DC 20420
(202) 461-9830

Article XV. Department of Veterans Affairs Approvals

A. Subject to the approval of the Data Integrity Boards of the parties to this agreement and the required notifications, 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 provisions of this agreement.



Joseph Garcia
Executive Director, Education Service
Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, D.C. 20420

04/13/2023

Date

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



2023.06.26
13:18:20 -04'00'

John Oswalt
Chairperson, Data Integrity Board
U.S. Department of Veterans Affairs

Date

Article XV. Department of Defense Approvals

A. Subject to the approval of the Data Integrity Boards of the parties to this agreement and the required notifications, 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 provisions of this agreement.

**YQLJSEFZADEH.
SAM.** Digitally signed by
YOUSEFZADEH.SAM.
Date: 202305.17 09:18:42 -04'00'

Sam Yousefzadeh
Acting Director, Defense Manpower Data Center
4800 Mark Center Drive
Suite 04E25
Alexandria, VA 22350

Date

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

CHUNG.JOO.Y. Digitally signed by
CHUNG.JOO.Y.
Date: 2023 06.26 13:30:34
-04'00'

Joo Y. Chung
Chairperson, Defense Data Integrity Board
Department of Defense

6/26/2023

Date

Attachments:

1. Cost Benefit Analysis
2. Data elements furnished by DMDC
3. VA Record System Notice 58VA21/22/28
4. DD Form 2366 (Direct notice to active duty participant)
5. DD Form 2384-1 (Direct notice to Selected Reserve participant)
6. VA Form 22-1990 (Direct notice to VA applicant)
7. VA Form 22-1990E (Application for Family Member to use Transferred Benefits)
8. VA Form 22-5490 (Dependents' Application for VA Education Benefits)