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

Match #1052

I. Purpose

This computer matching agreement (agreement) sets forth the terms, conditions, and safeguards under which the Social Security Administration (SSA) will disclose tax return information from SSA's Earnings Recording and Self-Employment Income System to the Department of Veterans Affairs (VA), Veterans Health Administration (VHA). VA will use the tax return information to verify veterans' employment status and earnings to determine eligibility for its health benefit programs.

II. Legal Authority

This agreement is executed under the Privacy Act of 1974, 5 United States Code (U.S.C.) § 552a, as amended by the Computer Matching and Privacy Protection Act of 1988, and the regulations and guidance promulgated thereunder, and relevant provisions of the Internal Revenue Code (IRC), 26 U.S.C. § 6103.

The legal authorities for SSA to conduct this computer matching are sections 38 U.S.C. §§ 5106, 5317, 1710, and 26 U.S.C. § 6103(l)(7)(D)(viii).

38 U.S.C. §§ 5106 and 5317 requires Federal agencies to furnish VA with information the VA Secretary may request for determining eligibility for or the amount of VA benefits.

38 U.S.C. § 1710 requires VA to collect income information from certain applicants for medical care and to use that income data to determine the appropriate eligibility category for the applicant's medical care.

26 U.S.C. § 6103(l)(7) authorizes the disclosure of tax return information with respect to net earnings from self-employment and wages, as defined by relevant IRC sections, to Federal, state, and local agencies administering certain benefit programs under Title 38 of the U.S.C.

Section 7213 of the Intelligence Reform and Terrorism Prevention Act of 2004 provides SSA authority to add a death indicator to verification routines that the agency determines to be appropriate.

III. Definitions

A. "HEC" means Health Eligibility Center. HEC verifies the self-reported income of certain veterans whose eligibility for medical care is based on income level. HEC is an entity within the VHA, Member Services.

B. "Tax return information," for purposes of this agreement, means SSA's records obtained under the authority of 26 U.S.C. § 6103 concerning the amount of an individual's earnings from wages or self-employment income, the period(s) involved, and the identities and addresses of employers.

C. "Disclose" and "Disclosure" mean the release of information or data, with or without the consent of the individual or individuals to whom the data pertains, by either VA or SSA.

D. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses, or potentially accesses, personally identifiable information (defined further below), or (2) an authorized user accesses, or potentially accesses, personally identifiable information for another than authorized purpose (Office of Management and Budget (OMB) Memorandum M-17-12 – *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017)).

E. "Incident" means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the confidentiality or availability of information or an information system; or (2) constitutes a violation of imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

F. "Personally Identifiable Information" or "PII" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.

IV. Responsibilities of Parties

A. VA Responsibilities

1. VA will furnish SSA with electronic data exchange records for each individual for whom VA requests tax return information.

2. VA will match SSA information with VA records containing self-reported household income of veterans who are eligible for medical care based on income level.

3. VA will use SSA's records of wage and self-employment income to verify veterans' employment status.

4. The VA component responsible for this disclosure is the VHA Member Services, HEC.

5. VA will provide Congress and the Office of Management and Budget (OMB) with notice of this program and will publish the required matching notice in the Federal Register (Fed. Reg.).

B. SSA Responsibilities

1. For each individual with a verified SSN for whom VA requests information, SSA will disclose to VA the data elements identified in section VI.B.2.

2. For each individual for whom VA requests information, SSA will provide VA a verification code as identified in section VI.B.3.

V. Justification and Anticipated Results

A. Justification

VA is statutorily required to verify income data reported by medical care applicants. 38 U.S.C. § 5106 requires that Federal agencies disclose information requested by VA for determining the eligibility for or the amounts of VA benefits.

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Section 6103(l)(7) of the IRC also requires SSA to disclose tax return information to VA, upon written request. Accordingly, SSA and VA determined that this matching program is the most efficient, economical, and comprehensive method of collecting, comparing, and transferring this information. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

Based upon a review of computer matching activities from January 1, 2023 – June 30, 2024, VA estimates a potential loss avoidance of $183,393,214.70 with $424,455.60 gained from recovering copayments. VA estimates that the cost of operating this computer match with SSA is $13,354,867.39. This results in a cost to benefit ratio of 14.73:1. SSA does not expect any savings for any SSA programs to result from this matching program.

VI. Description of Matched Records

A. System of Records

SSA will match the data in VA's electronic file against the Master Files of SSN Holders and SSN Applications (referred to as the Enumeration System), 60-0058, last fully

published at 87 Fed. Reg. 263 (January 4, 2022), and attempt to verify the SSN of each individual for whom VA requests tax return information.

SSA will subsequently run those verified SSNs against the Earnings Recording and Self-Employment Income System (referred to as the Master Earnings File (MEF)), 60-0059, last fully published at 71 Fed. Reg. 1819 (January 11, 2006) and updated at 78 Fed. Reg. 40542 (July 5, 2013), 83 Fed. Reg. 54969 (November 1, 2018), and 89 Fed. Reg. 825 (January 5, 2024) to extract and disclose the needed tax return information to VA.

VA will match SSA information with information extracted from its system of records "Income Verification Records -VA" (89VA10NB).

The information in these systems of records may be updated during the effective period of this agreement as required by the Privacy Act.

The systems of records involved in this computer matching program have routine uses permitting the disclosures needed to conduct this match.

B. Specified Data Elements

1. VA will provide SSA with the following information for each individual for whom VA requests tax return information: first name, last name, SSN, and date of birth (DOB). VA will not include the individual's sex in the finder file it submits to SSA. VA will provide the requested tax report year for which data is being requested.

2. SSA will provide VA with the following tax return information from the MEF for each individual with a verified SSN for whom VA requests information: employer identification numbers (EIN), earnings report type, employer name and address, year of earnings, wage amounts from Form W-2, and earnings amounts from self-employment.

3. SSA will provide a verification code indicating verified SSN and death indicator for each individual for whom VA requests information. If the SSN of the individual submitted to SSA fails to verify, SSA will provide VA with the following verification codes only:

    - SSN not in file (never issued to anyone);
    - DOB does not match; other verification input data matches;
    - Name not matched; or
    - SSN not verified; other reason.

C. Number of Records

1. VA will submit approximately 4 million records per year in a format SSA defines for the duration of this agreement.

2. SSA will provide a response record for each individual that VA identifies. The total number of records will be equal to or greater than the number of records submitted by VA. In some instances, an individual may have more than one record on file.

D. Frequency

SSA and VA will conduct this matching activity every two months. This is ad hoc type data match that runs 6 times per year.

VII. Accuracy Assessments

The SSA Enumeration System used for SSN matching is 96.5 percent accurate based on SSA's Office of Quality Review "FY 2022 Enumeration Accuracy Review Report (March 2023)."

SSA does not have a MEF accuracy assessment specific to the data elements listed in this agreement. The correctness of the return information provided to SSA, as an agent for the Internal Revenue Service (IRS), is generally contingent upon the correctness of the information provided by the payer of the income.

Previous matches with the same files indicate that VA's records are at least 99 percent accurate.

VIII. Procedures for Individualized Notice

A. Applicants

Both VA and SSA will notify all individuals who apply for benefits for their respective programs that they will conduct matching programs.

VA's notice consists of appropriate language printed on its application form. VA provides a separate pamphlet with appropriate language at each medical center.

SSA's notice consists of appropriate language printed on its application forms or a separate handout with appropriate language, when necessary. SSA will provide such notice in English or Spanish with alternative options available for the blind or visually impaired.

The Internal Revenue Service (IRS) also provides a standard disclosure and Privacy Act notice, which advises taxpayers that IRS may share their tax information with other Federal and state agencies to determine entitlement to benefits.

B. Beneficiaries/Annuitants

VA provides periodic notice to patients on medical facility rolls. This notice consists of appropriate language contained in HEC informational pamphlets as well as language printed as notification on VA Form 10-10EZ, Application for Health Benefits, and VA Form 10-10EZR, Health Benefits Renewal Form, or a separate handout with appropriate language, when necessary.

IX. Verification Procedures and Opportunity to Contest

A. Verification Procedures

VA will take no adverse action regarding individuals identified through the matching process solely based on information that VA obtains from the match. In accordance with the requirements of the Privacy Act and applicable OMB guidelines, VA will independently verify and investigate all wage, pension, and self-employment income with the payer of the wages or pension or with the individual recipient, or both. This investigation and confirmation will include the amount of any income involved; whether the individual actually has or had access to such income for their own use; and the period or periods when the individual actually had such income.

The affected individual will have an opportunity to contest the accuracy of the information provided by SSA. VA will consider the information SSA provided as accurate if the affected individual does not protest within 75 days after they receive notice of the proposed adverse action. VA will advise the individual that failure to respond within 75 days will provide a valid basis for VA to assume that the information SSA provided is correct.

B. Opportunity to Contest

Before taking any adverse action based on the verified income information received from the match, VA will provide all medical care recipients from whom VA decides such adverse action is necessary with the following information:

1. VA has received information from SSA indicating that an adverse action affecting the medical care recipient's payment is necessary. The medical care recipient has an opportunity to explain the circumstances prior to VA making a final eligibility determination and initiating billing action;

2. The effective date of any adjustment or overpayment that may result;

3. The medical care recipient has 75 days to contest any adverse decision; and

4. Unless the medical care recipient responds to contest the proposed adverse action in the required 75-day time period, VA will conclude that the information provided by SSA is correct and will make the necessary adjustment to the recipient's payment.

X. Procedures for Retention and Timely Destruction of Identifiable Records

A. VA will:

1. Maintain all identifiable records received from SSA in accordance with the IRC, 26 U.S.C. § 6103(p)(4). VA will destroy information generated by the match as soon as the information has served the match's purpose and all legal retention requirements have been met. A written report will be provided to the appropriate officials describing such manner of destruction as required by the IRC, 26 U.S.C. § 6103(p)(4)(F).

2. Not create a separate file or system of record, which consists of information concerning only those individuals who are involved in the specific matching program, except as necessary to control or verify the information. VA will destroy any information created for this use as soon as it has served the match's purpose and all legal retention requirements have been met.

B. SSA provides the tax return data to VA using the files with identifying information provided by VA. These files are the only identifiable records SSA uses in the course of the matching program. SSA will delete the electronic files provided by VA when the match is complete.

C. SSA and VA will destroy all such data by electronic purging, unless VA and SSA are required to retain the information in order to meet evidentiary requirements. In case of such retention for evidentiary purposes, VA and SSA will retire the retained data in accordance with the applicable Federal Records Retention Schedule (44 U.S.C. § 3303a).

D. Neither SSA nor VA will create a permanent file or separate system consisting of information concerning only those individuals who are involved in this matching program.

XI. Records Usage, Duplication, and Redisclosure Restrictions

SSA and VA will adhere to the following limitations on the use, duplication, and redisclosure of the electronic files and data provided by the other agency under this agreement:

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

B. SSA and VA will not use the data to extract information concerning medical care recipients therein for any purpose not specified by this agreement, except as required by Federal law.

C. SSA and VA will not duplicate or disseminate the data, within or outside their respective agencies, without the written permission of the other agency, except as recognized in this agreement or necessary for backup to ongoing operations of the matching program and for the purpose of disaster recovery, or as required by Federal law. SSA and VA will not give such permission unless the law requires disclosure, or the disclosure is essential to the matching program. For such permission, the agency requesting permission must specify in writing: (1) what data it is requesting be duplicated or disseminated; (2) to whom the data is being duplicated or disseminated; and (3) the reasons that justify such duplication or dissemination.

XII. Security Procedures

SSA and VA will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016) and Memorandum M-17-12 *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and PII used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize, and will implement, the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency. Both agencies are responsible for oversight and compliance of their contractors and agents.

VA recognizes notwithstanding the references herein to contractors or agents, IRC section 6103(l)(7) does not specifically authorize disclosure of FTI beyond VA employees. VA will ensure that its use of FTI provided under this agreement is in accordance with IRC section 6103(l)(7) and IRS Publication 1075.

A. Breach Reporting

If either SSA or VA experiences an incident involving the suspected or confirmed breach (i.e., loss) of PII provided by SSA or VA under the terms of this agreement, they will follow the breach reporting guidelines issued by OMB. In the event of a PII breach, the

agency experiencing the breach is responsible for following its established procedures, including notification to the proper organizations. In addition, the agency experiencing the breach will notify the other agency's point of contact named in this agreement within one hour of discovering the breach If VA is unable to speak with the SSA Office of Privacy and Disclosure Breach Contact within one hour or, if for some other reason notifying the Breach contact is not practicable (e.g., it is outside of the normal business hours), VA will call SSA's National Network Service Center at 1-877-697-4889. If SSA is unable to speak with VA's Systems Security Contact within one hour, SSA will contact the Enterprise Service Desk, 855-673-4357 (option 5) to create an incident ticket for assignment to the Cyber Security Operations Center (CSOC).

B. Breach Notification

SSA and VA will follow PII breach notification policies and related procedures issued by OMB. If the agency that experienced the breach determines that the risk of harm requires notification to affected individuals or other remedies, that agency will carry out these remedies without cost to the other agency.

C. Administrative Safeguards

SSA and VA will restrict access to the data matched and to any data created by the match to only those users (e.g., employees, contractors) who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and VA will advise all personnel who have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

D. Physical Safeguards

SSA and VA will store the data matched and any data created by the match in an area that is physically and technologically secure from access by unauthorized persons at all times (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the data matched and those created by the match. SSA and VA will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

SSA and VA will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies' systems. SSA and VA will

strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform their official duties.

F. Application of Policies and Procedures

SSA and VA will adopt policies and procedures to ensure that each agency uses the information contained in their respective records or obtained from each other solely as provided in this agreement. SSA and VA will comply with these guidelines and any subsequent revisions.

G. Security Assessments

NIST Special Publication (SP) 800-37, as revised, encourages agencies to accept each other's security assessments in order to reuse information system resources and/or to accept each other's assessed security posture in order to share information. NIST SP 800-37 further encourages that this type of reciprocity is best achieved when agencies are transparent and make available sufficient evidence regarding the security state of an information system so that an authorizing official from another organization can use that evidence to make credible, risk-based decisions regarding the operation and use of that system or the information it processes, stores, or transmits. Consistent with that guidance, the parties agree to make available to each other upon request system security evidence for the purpose of making risk-based decisions. Requests for this information may be made by either party at any time throughout the duration or any extension of this agreement.

H. Tax Information

VA will comply with all Federal Safeguards Requirements pursuant to IRC § 6103(p)(4) and as required by IRS, including those described in IRS Publication 1075, "Tax Information Security Guidelines for Federal, State and Local Agencies and Entities," available at http://www.irs.gov.

If VA does not have a currently approved Safeguard Procedures Report (SPR), VA will submit a new SPR to the IRS's Office of Safeguards detailing how all data received from SSA is processed and protected from unauthorized disclosure within 45 days from the execution of this agreement.

If there are incidents of suspected unauthorized inspections or disclosures of return information, VA must report incidents to the IRS's Office of Safeguards.

XIII. Comptroller General Access

The Government Accountability Office (Comptroller General) may have access to all VA and SSA data it deems necessary, in order to monitor or verify compliance with this agreement, including those contained and covered by an SSA and VA system of records disclosure pursuant to 5 U.S.C. § 552a(b)(10).

XIV. Reimbursement

Pursuant to 38 U.S.C. § 5106, SSA is statutorily required to provide the information requested by VA under this agreement at no cost to VA.

XV. Duration, Modification, and Termination

A. Effective Date

The effective date of this agreement is November 28, 2025, provided that VA reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016), and VA published notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(12).

B. Duration

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

C. Renewal

The Data Integrity Boards (DIB) of VA and SSA may, within three months prior to the expiration of this agreement, renew this agreement for a period not to exceed twelve months if VA and SSA can certify to their DIBs that:

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

2. VA and SSA have conducted the matching program in compliance with the original agreement.

If either party does not want to continue this program, it must notify the other party of its Intention not to continue at least 90 days before the end of the period of the agreement.

D. Modification

The parties may modify this agreement at any time by a written modification, agreed to by both parties and approved by the DIB of each agency.

E. Termination

The parties may terminate this agreement at any time with the consent of both parties. Either party may unilaterally terminate this agreement upon written notice to the other party, in which case the termination shall be effective 90 days after the date of the notice, or at a later date specified in the notice.

SSA may immediately and unilaterally suspend the data flow under this agreement or terminate this agreement if SSA:

1. Determines that VA has used or disclosed the information in an unauthorized manner;

2. Determines that VA has violated or failed to follow the terms of this agreement; or

3. Has reason to believe that VA breached the terms for security of data. If SSA suspends the data flow in accordance with this subsection, SSA will suspend the data until SSA makes a final determination of a breach.

XVI. Disclaimer

SSA is not liable for any damages or loss resulting from errors in information provided to VA under this agreement. SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by VA. All information furnished to VA is subject to the limitations and qualifications, if any, transmitted with such information.

The performance or delivery by SSA of the goods and/or services described herein and the timeliness of said delivery are authorized only to the extent that they are consistent with proper performance of the official duties and obligations of SSA and the relative importance of this request to others. If for any reason SSA delays or fails to provide services, or discontinues the services or any part thereof, SSA is not liable for any damages or loss resulting from such delay or for any such failure or discontinuance.

XVII. Dispute Resolution

The parties agree to work together in good faith to resolve any disagreements under this agreement. Should disagreements arise under this agreement that cannot be resolved at the lowest operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If an agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to the higher officials in their respective organization for appropriate resolution until the disagreement is resolved.

XVIII. Integration Clause

This agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other data exchange agreements between the parties that pertain to the disclosure of the specified tax return data between SSA and VA for the purposes described in this agreement. SSA and VA have made no representations, warranties, or promises outside of this agreement. This agreement takes precedence over any other documents that may be in conflict with it, including any conflicting terms in any Interconnection Security Agreement (ISA) entered into in accordance with NIST SP 800-47

governing the interconnections between information technology systems that will be utilized for the transfer of information under this agreement.

XIX. Persons to Contact

A. SSA Contacts:

Matching Agreement Issues
Neil Etter
Government Information Specialist
Electronic Interchange, Liaison & Breach Division
Office of Privacy and Disclosure
Office of Law and Policy
Social Security Administration
6401 Security Boulevard
Baltimore, MD 21235
Telephone: 410-965-8028
Email: Neil.Etter@ssa.gov

Systems Security Issues
Robert Muffoletto
Division Director
Division of Compliance and Assessments
Office of Information Security
Office of Chief Information Officer
Social Security Administration
6201 Security Boulevard
Baltimore, MD 21235
Telephone: 410-966-5248
Email: Robert.Muffoletto@ssa.gov

Breach Contact
Andrea Huseth
Division Director
Electronic Interchange, Liaison & Breach Division
Office of Privacy and Disclosure
Office of Law and Policy
6401 Security Boulevard
Baltimore, MD 21235
Telephone: 410-608-9675
Email: Andrea.Huseth@ssa.gov

Computer Systems
Angil Escobar
Branch Chief

OEIS/DDE/Verifications & Exchanges Analysis Branch
Office of the Chief Information Officer
Social Security Administration
6401 Security Boulevard
Baltimore, MD 21235
Telephone: 410-965-7213
Email: Angil.Escobar@ssa.gov

Project Coordinator
Jamillah N. Jackson
Acting Office Director
Office of Income Security Programs
6401 Security Boulevard
Baltimore, MD 21235
Telephone: 410-965-3747
Email: Jamillah.N.Jackson@ssa.gov

B. VA Contacts

Matching Agreement Issues,
Terrence N. Smith
Associate Director, Income Verification Division
Health Eligibility Center, Member Services
Veterans Health Administration
2957 Clairmont Road
Atlanta, GA 30329
Telephone: 404-828-5686
Email: Terrence.Smith7@va.gov

Ryan Heiman
Acting Executive Director, Member Services
Veterans Affairs, Veterans Health Administration
3401 SW 21st St, Bldg. 9
Topeka, KS 66604
Telephone: 785-409-2318
Email: ryan.heiman@va.gov

Systems Operations
Eric Swain
Associate Director, Systems Management
VHA Member Services, Department of Veterans Affairs
Austin, TX 78741
Telephone: 512-820-7327
Email: Eric.Swain@va.gov

Systems Security

Howard Knight
Information System Security Officer
VA Health Eligibility Center-Atlanta
Office of Information and Technology,
Development, Security, and Operations
End User Operations
District 2, Program Support Division
Baltimore, MD 21235
Telephone: 404-828-5340
Email: Howard.Knight@va.gov

XX. Signatures of Authorized Officials

A. SOCIAL SECURITY ADMINISTRATION:

Source Agency Certification:

As the authorized representatives of the source agency named above, I certify that I have competent authority on behalf of SSA to enter into the obligations set forth in this agreement.

Electronic Signature Acknowledgement: The signatories may sign this document electronically by using an approved electronic signature process. By signing this document electronically, the signatories agree that the signature they provide has the same meaning and legal validity and effect as a handwritten signature.

Michelle Christ 17:59:16 -04'00'

_____ Date _____

Michelle Christ
Deputy Executive Director
Office of Privacy and Disclosure
Office of Law and Policy

SSA Data Integrity Board Certification:

Matthew Ramsey Digitally signed by Matthew Ramsey Date: 2025.07.31 10:50:57 -04'00'

_____ Date _____

Matthew D. Ramsey
Chair
Data Integrity Board
Social Security Administration

B. DEPARTMENT OF VETERANS AFFAIRS:

Recipient Agency Certification:

As the authorized representatives of the recipient agency named above, I certify that I have competent authority on behalf of VA to enter into the obligations set forth in this agreement.

Electronic Signature Acknowledgement: The signatories may sign this document electronically by using an approved electronic signature process. By signing this document electronically, the signatories agree that the signature they provide has the same meaning and legal validity and effect as a handwritten signature.

RYAN HEIMAN

Digitally signed by RYAN HEIMAN
Date: 2025.07.07 12:56:52 -05'00'

_____ Date _____

Ryan Heiman
Acting Executive Director
VHA Member Services
U.S. Department of Veterans Affairs

VA Data Integrity Board Certification:

MERISSA LARSON

Digitally signed by MERISSA LARSON
Date: 2025.08.28 13:17:41 -04'00'

_____ Date _____

Merissa Larson
Chair
Data Integrity Board
U.S. Department of Veterans Affairs

Attachment: Cost Benefit Analysis