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
CMA 17

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 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. Benefit Record. Data indicating an individual has used the benefits under the Montgomery GI Bill – Selected Reserve program; the Montgomery GI Bill – Active-Duty program; or the Post- 9/11 GI Bill program. This data is provided by VA.

2. DMDC. Defense Manpower Data Center, DoD Center Monterey Bay, 400 Gigling Road, Seaside, CA 93955-6771.

3. DoD. Department of Defense.

4. DHS. Department of Homeland Security.

5. Eligibility Record. Data indicating an individual is eligible to use a benefit under Montgomery GI Bill – Selected Reserve program; the Montgomery GI Bill – Active-Duty program; or the Post- 9/11 GI Bill program. This data is provided by DMDC.

6. 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.

7. 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.

8. OMB. Office of Management and Budget.

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

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

11. 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.

12. SSN. Social Security Number.

13. VA. 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. Additionally, results from this match may be used by DoD for the purpose of initiating potential recoupment of entitlements paid to Selected Reserve Service members who have failed to participate satisfactorily in required training.

B. Legal Authority

The legal authority for the three Federal benefit programs is contained in 10 U.S.C. ch. 1606 (Montgomery GI Bill – Selected Reserve); 38 U.S.C. §§ 3011, 3012, 3018A and 3018B (Montgomery GI Bill – Active Duty); and 38 U.S.C. §§ 3301, 3311, 3312, 3313 (Post-9/11 GI Bill); Jeff Miller and Richard Blumenthal Veterans Health Care and Benefits Improvement Act of 2016, Pub. L. No. 114-315 (2016); Harry W. Colmery Veterans Educational Assistance Act of 2017, Pub. L.

No. 115-48 (2017); and Veterans Benefits and Transition Act of 2018, Pub. L. No. 115-407 (2018). In addition, Johnny Isakson and David P. Roe, M.D. Veterans Health Care and Benefits Improvement Act of 2020, Pub. L. No. 116-315, § 1002 (2021); and Senator Elizabeth Dole 21st Century Veterans Healthcare and Benefits Improvement Act, Pub. L. No. 118-210 (2025). The DoD implements the MGIB-SR educational assistance program in accordance with Department of Defense Instruction (DoDI) 1322.17, "Montgomery GI Bill-Selected Reserve (MGIB-SR)," January 15, 2015.

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 Force, , 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 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 4.2 million record changes (additions, deletions, and amendments) are processed annually. Computer matching eliminates the need for the DoD to send 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: 10 U.S.C. ch. 1606 (Montgomery GI Bill — Selected Reserve); 38 U.S.C. ch. 30 (Montgomery GI Bill — Active Duty); and 38 U.S.C. ch. 33 (Post-9/11 GI Bill). These laws require VA to make payments to eligible veterans, service members, guardsmen, and reservists. VA may make payments to family members of these eligible groups under the transfer of entitlement provisions of 38 U.S.C. ch. 33 (Post-9/11 GI Bill). The responsibility of determining basic eligibility for Chapter 1606 and enrollment in chapter 30 is placed on the DoD. The responsibility of determining basic eligibility Chapter 33 is placed on VA. DoD must report to VA Chapter 1606 eligibility data, Chapter 30 enrollment data, and personnel data for VA to determine Chapter 33 eligibility. Thus, the two agencies must exchange data to ensure that VA makes payments only to those who are eligible for and/or enrolled to a program. Without an exchange of 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 beneficiary , a system of data exchanges and a subsequent computer matching program was developed. The current automated systems, both at VA and DoD, have been developed over the last 29 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, DoD, 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 DoD 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 DoD documents. This results in an estimated annual savings of $29,429,723 to VA in mailing and data entry costs. DoD reported an estimated savings of $18,008,324.72. A cost-benefit analysis is provided at Attachment 1.

In the 40 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 people eligible for the three Federal benefit programs.

Article IV. Description of the Match and Records Involved

A. Description of the Match

VA establishes benefits 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. DoD, as the source agency, will provide to VA the eligibility records on current and former 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 estimates 4,232,995 records are matched annually. These files are loaded on VA computers and matched with VA 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 and entered into the VA automated claims processing systems (Digital GI Bill [DGI] for Chapter 33; Benefits Manager [BM] for Chapter 30 and Chapter 1606) to establish or change a benefit record for the claimant. 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.

Chapter 30, Chapter 1606, and Chapter 33 enrollment and eligibility status changes are transmitted electronically to VA nightly via database replication in VA/DoD Identity Repository (VADIR). 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 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 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, to certify entitlement status and seek recoupment of unearned MGIB-SR education entitlements from members of the Selected Reserve who have failed to participate satisfactorily in required training.

B. <u>Privacy Act Systems of Records</u>

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 87 FR 32384 on May 31, 2022.

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 90 FR 44464 on September 15, 2025, 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 the Privacy Act for those systems of records from which they intend to disclose data. The systems of records described above contain routine uses 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 uses are compatible with the purpose for which the data were collected in the record systems.

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 via a transmittal letter to Congress and OMB for review. The time period for Congress and OMB reviews begins on the submission date of the transmittal letter.

B. Matching Notice Publication

Following the review period referenced in Article 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, from

approximately February 7, 2026 to August 6, 2027. Within three months prior to expiration, the Data Integrity Boards may renew the agreement for up to one additional year if each agency's authorized program official 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 Article 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 termination date does not exceed the expiration date of the agreement in effect (including any applicable renewal period approved by the Data Integrity Board). Either Party may make an immediate, unilateral suspension of this matching program if they have reason to believe that there has been an unauthorized use or disclosure of information or a violation of the terms of this Agreement. In the event of such a belief, the Parties agree that they will immediately notify the other Party as to the basis of the belief and the intent to unilaterally suspend the matching program. Upon such notice, the Parties agree promptly to discuss and resolve the suspected violation, in order to minimize any interruption to benefits determinations. A suspension under this section shall remain in effect until the parties resolve the suspected violation.

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 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 and Opportunity to Contest

A. Initial Applications for Benefits

1. On an initial application, the Veterans Claims Examiner (VCE) (or DGI or BM if the claim is adjudicated through automation) will use Veterans Information Solution (VIS), the VA system which displays data received from DMDC 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 beneficiary 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 10 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 DoD data 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.

C. Recoupment of DoD Overpayments

1. If a Service member is identified for recoupment of unearned MGIB-SR education entitlements based on the member's service information as well as the information resulting from this match, the findings are reviewed for accuracy and certified by an applicable DoD Service Component representative. Once certified, the records are sent to DFAS to initiate recoupment procedures.

2. Any collection or recoupment will be processed in accordance with applicable law and policy, including but not limited to 10 U.S.C. § 16135 and DoDI 1322.17.

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 retained in accordance with the Federal Records Act (44 U.S.C. § 3303A) and applicable records retention schedules.

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 (44 U.S.C. 3303A) and applicable records schedules. 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 (44 U.S.C. 3303A) and applicable records schedules.

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 DoD will safeguard individual records as required by the Privacy Act of 1974 and related OMB guidance. 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 DoD 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 DoD are retained at the AWS-

West region. 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 and DoD 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. This includes establishing appropriate safeguards to protect the records matched and any records created by the match from unauthorized access or use. These safeguards include both DoD and VA complying with the requirements of Federal Information Security Modernization Act (FISMA), 44 U.S.C. § 3551 et seq.; the E-Government Act of 2002, 44 U.S.C. § 3501 note; 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) standards. These laws and policies include requirements for safeguarding Federal information systems and PII used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize that laws, regulations, NIST standards, and OMB guidance relating to the subject of this agreement and published subsequent to the effective date must also be implemented if mandated;

2. 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;

3. 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

4. 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 DoD may request on-site inspections or make other provisions to ensure that adequate safeguards are being maintained by both agencies.

F. VA and DoD 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. DoD and VA will also comply with the personally identifiable information breach reporting and security requirements as required by OMB M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information (PII)." DoD and VA also agree to report information security incidents, where the confidentiality, integrity, or availability of a federal information system of the Executive Branch is potentially compromised, to the Cybersecurity & Infrastructure Security Agency/United States Computer Emergency Readiness Team (CISA/US-CERT) with the required data elements, as well as any other available information, within one hour of being identified by the agency' top-level Computer Security Incident Response Team (CSIRT), Security Operations Center (SOC), or information technology department. The agency experiencing the PII breach will notify the other agency's System Security Contact named in Section XIV of this CMA. If DoD is unable to speak with the VA System Security Contact within one hour, or if for some other reason notifying the VA System Security Contact is not practicable (e.g., it is outside of the normal business hours), DoD will contact VA at National Data Center ISO at VAVBAHIN/ISO@va.gov. If VA is unable to speak with the DoD System Security Contact within one hour, VA will contact DMDC at: dodhra.dodc-mb.dmdc.list.ir-team@mail.mil and dodhra.dodc-mb.dmdc.list.privacy-office@mail.mil.

H. If the agency that experienced the breach of PII determines, in coordination with the agency that provided the PII (as applicable), that the risk of harm to affected individuals or to either agency requires notification to affected individuals and/or other remedies, that agency will carry out the remedies and assume all costs of the remediation.

I. 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. Data used in this matching program are derived from the DMDC record system maintained by the DoD, identified in Article IV.B. 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. Previous matches with the same files indicate that VA records are at least 99% accurate. 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. Experience with the use of these records for other business applications and analyses performed by DMDC show these records to be at least 99% accurate.

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. Experience with the use of these records for other business applications and analyses performed by DMDC show these records to be at least 99% accurate.

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. Each party agrees to the following limitations on the access to, disclosure, and use of the data and information provided by the other agency:

1. That the data received by each agency from the other agency and the records created by the match will be used only for the purposes of, and to the extent necessary in, the administration of the matching program covered by this agreement, unless required by law or as otherwise provided in this agreement.

2. That the data provided by each agency will not be duplicated or disseminated within or outside the other agency without the written authorization of the originating agency, except as required by law or as otherwise provided in this agreement.

3. Notwithstanding the provisions in paragraphs 1 and 2, information resulting from the matching program may be disclosed for follow-up and verification or for civil or criminal investigation or prosecution if the match uncovers activity that warrants such action.

B. Both agencies will keep an accurate accounting of disclosures from an individual's record as required by subsection (c) of the Privacy Act. This accounting is mandated so as to permit record subjects to know how their personal information is being used and to whom it is disclosed; to enable the agency to inform past recipients of disputed or correct information; 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.

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

1. DMDC 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), as described in the applicable system of records notice. VA will not create a separate, permanent data set consisting of this information except as necessary to monitor the results of the matching program.

2. If any DMDC record pertains to a match and warrants retention by VA, VA may copy the DMDC record and maintain it in the 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), as described in the applicable system of records notice.

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 DoD points of contact are:

Program Issues
Vincent D. Suich
Defense Manpower Data Center
DoD Center Monterey Bay
400 Gigling Road
Seaside, CA 93955-6771
Telephone: (831) 208-1251
E-mail: vincent.d.suich.civ@mail.mil

DoD Contact for Data Integrity Board Issues:
Rahwa A. Keleta
Chief, Privacy and Civil Liberties Division
Privacy, Civil Liberties, and Transparency Directorate
Office of the Director of Administration and Management
4800 Mark Center Drive
Alexandria, VA 22350
Telephone: (703) 571-0070
E-mail: osd.mc-alex.oatsd-pclt.mbx.pcld-computer-matching-agreements@mail.mil

Privacy Issues:
Samuel M. Peterson
Privacy/FOIA Branch Chief
Defense Manpower Data Center
400 Gigling Rd
Seaside, CA 93955-6771 21
Telephone: (571) 438-1951
E-mail: Samuel.M.Peterson2.civ@mail.mil

DMDC Cyber Security Issues:
Donna Naulivou
Information System Security Officer
Defense Manpower Data Center 400 Gigling Rd.
Seaside, CA 93955-6771
Telephone: (831) 220-6855
E-mail: Donna.M.Naulivou.civ@mail.mil

B. The VA points of contacts are:

Program Issues
Mr. Brian Schlais
Data Analytics Team Chief
Education Service
Veterans Benefits Administration, Department of Veterans Affairs
810 Vermont Avenue NW
Washington, DC 20420
Telephone: (918) 685-1710
E-mail: Brian.Schlais@va.gov

VA Contact for Data Integrity Board Issues:
Saurav Devkota
PIA Program Manager/Privacy Integration Lead, VA Privacy Service
811 Vermont Avenue, Washington, DC 20571
Telephone: (202) 632-8586
E-mail: Saurav.Devkota@va.gov

Privacy Issues:
Saurav Devkota
PIA Program Manager/Privacy Integration Lead, VA Privacy Service
811 Vermont Avenue, Washington, DC 20571
Telephone: (202) 632-8586
E-mail: Saurav.Devkota@va.gov

VA Cyber Security Issues:

Neil Cruz
Information System Security Officer
Department of Veterans Affairs
811 Vermont Ave., Washington DC 20420
Telephone: (202) 632-7422
E-mail: Neil.Cruz@va.gov

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, confirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits their respective organization to the provisions of this agreement.

KENNETH SMITH

Digitally signed by KENNETH SMITH
Date: 2026.02.26 08:40:05 -05'00'

Kenneth P. Smith
Executive Director, Education Service
U.S. Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, D.C. 20420

02/26/2026
Date

B. The VA 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.

LISA ROSENMERKEL

Digitally signed by LISA ROSENMERKEL
Date: 2026.02.26 08:44:51 -05'00'

Lisa Rosenmerkel
Chairperson, VA 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, confirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits their respective organization to the provisions of this agreement.

GRIFFIN.KATIE.M.1386617860 Digitally signed by GRIFFIN.KATIE.M.1386617860 Date: 2026.02.24 21:19:15 -05'00'

Katie Griffin
Acting Director, Defense Manpower Data Center
U.S. Department of Defense
4800 Mark Center Drive
Suite 04E25
Alexandria, VA 22350

02/24/2026

Date

B. The Defense 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.

KREMLACEK.MICHAEL.1187984463 Digitally signed by KREMLACEK.MICHAEL.1187984463 Date: 2026.03.13 17:30:57 -04'00'

Michael Kremlacek
Acting Chair
Defense Data Integrity Board
U.S. Department of Defense

3/13/26

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)