

# COMPUTER MATCHING AGREEMENT

Among

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

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

## I. PURPOSE, LEGAL AUTHORITY, AND DEFINITIONS

### A. Purpose of the Matching Program

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

The Department of Health and Human Services, Administration for Children and Families (HHS/ACF) will act as the facilitating agency, and the Department of Defense, Defense Manpower Data Center (DOD/DMDC) will conduct the match and provide associated support.

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

To accomplish this match, the SPAAs will provide DMDC with a file of identifying information about individuals receiving Medicaid (CMS), Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), and/or

general assistance benefits. VA will provide DMDC with a file of identifying information about individuals receiving VA compensation and pension benefits and the amounts of the benefits. DMDC will match the SPAAs' files with the VA file and provide match results to the relevant SPAAs. The SPAAs will then use the VA information to verify client circumstances for benefit eligibility and to initiate actions when appropriate.

This agreement sets forth the responsibility of the SPAAs with respect to information obtained pursuant to this agreement. Each SPAA match is expected to comply with pertinent requirements under the Privacy Act, 5 U.S.C. § 552a, as amended; Office of Management and Budget (OMB) guidelines interpreting the Privacy Act, including computer matching portions of OMB Circular No. A-108, 81 FR 94424 (December 23, 2016); and this agreement.

## **B. Legal/Statutory Authority**

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

## **C. Definitions**

“**ACF**” is the Administration for Children and Families, part of the U.S Department of Health and Human Services, and is the facilitating agency.

“**CMS**” is the Centers for Medicare & Medicaid Services, part of the U.S Department of Health and Human Services, and is responsible for promulgating policies and administering all Medicaid claims.

“**DIB**” is the Data Integrity Board.

“**DMDC**” is the Defense Manpower Data Center, part of the U.S. Department of Defense.

“**DoD**” is the Department of Defense.

“**DISCLOSE**” and “**DISCLOSURE**” is the release of information or data, with or without the consent of the individual or individuals to whom the data pertain.

“**FNS**” is the Food and Nutrition Service, part of the U.S. Department of Agriculture.

“**FACILITATING AGENCY**” is the Administration for Children and Families, part of the U.S. Department of Health and Human Services.

“**HHS**” is the U.S. Department of Health and Human Services.

“OMB” is the Office of Management and Budget, part of the Executive Office of the President of the United States.

“PARIS” is the Public Assistance Reporting Information System.

“NON-FEDERAL AGENCIES” as defined by the Privacy Act (5 U.S.C. § 552a(a)(10)), are State Public Assistance Agencies, the agencies receiving the results of the computer match.

“SNAP” is the Supplemental Nutrition Assistance Program (formerly known as Food Stamps) and is administered by the U. S. Department of Agriculture.

“SPAAs” are the State Public Assistance Agencies cited in *Attachment A: PARIS SPAA List*.

“SSN” is the Social Security Number.

“SOURCE AGENCY” as defined by the Privacy Act, (5 U.S.C. § 552a(a)(11)), is the Department of Veterans Affairs, the agency disclosing the records for the purpose of a computer match.

“TANF” is the Temporary Assistance for Needy Families program.

“VA” is the U.S. Department of Veterans Affairs.

## **II. JUSTIFICATION AND ANTICIPATED RESULTS**

### **A. Cost Benefit Analysis**

A detailed cost benefit analysis for the PARIS matching programs (this matching program providing VA compensation and pension payment data, the federal data matching program using data from the Department of Defense, and the interstate data matching program) is included as *Attachment D: Cost Benefit Analysis for PARIS Computer Matching Programs* to this agreement. The analysis demonstrates that the PARIS matching programs are likely to be cost effective.

### **B. Other Supporting Justifications**

States are required to verify client circumstances when determining an applicant’s eligibility for public assistance benefits. The parties to this agreement have determined that a computer matching program is the most efficient, expeditious, and cost-effective means of verifying client declarations of income circumstances. The principal alternative to using a computer matching program for identifying such individuals would be to conduct a manual match; however, this would clearly impose a considerable administrative burden, constitute a greater intrusion of individual’s privacy, and would result in delayed identification of ineligible individuals.

### **C. Specific Estimate of Any Savings**

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

Additionally, GAO, in its 2001 report *Public Assistance: PARIS Project Can Help States Reduce Improper Benefit Payments*, projected that if States included PARIS data from the TANF, Medicaid, and SNAP programs in their matching activities, the benefit to cost ratio would be approximately 11:1 (GAO 01-935, pp. 14, 15). Recent data received by ACF from states continues to suggest that the PARIS is a cost-effective program. See *Attachment D: Cost Benefit Analysis for PARIS Computer Matching Programs*, including section "Recent PARIS Success Stories," for more details.

## **III. RECORDS DESCRIPTION**

### **A. System of Records**

The Department of Veterans Affairs, as the source agency, will provide DMDC with a file containing VA benefit record data of all individual VA benefit and compensation recipients. VA will disclose the data from the system of records identified as "Compensation, Pension, Education, and Vocational Rehabilitation and Employment Records - VA (58 VA 21/22/28)", 84 FR 4138 (Feb. 14, 2019). <https://www.govinfo.gov/content/pkg/FR-2019-02-14/pdf/2019-02315.pdf>.

Each participating SPAA will send DMDC an electronic file of eligible public assistance client information, suggested at the frequency provided by the PARIS matching program. These files are non-Federal computer records maintained by the respective States. After DMDC receives the SPAA files, it will, on a scheduled basis, match VA files against the SPAA files. This activity will take place at DMDC and will use all nine digits of the SSN. DMDC will then send information from VA compensation and benefit record for all matching individuals to the SPAA's by established secure portal.

Neither ACF nor DMDC will maintain any information used or resulting in the matching activity, other than non-individually identifiable aggregated statistical records about each match, which will be posted on the ACF PARIS homepage [<https://www.acf.hhs.gov/paris>].

## **B. Number of Records Involved**

According to PARIS statistical records for the VA match in 2018 and 2019, the SPAAs submitted a combined average of 66,186,735 records per match; VA submitted on average 9,027,514 records per match.

## **C. Specified Data Elements Used in the Match**

Data elements to be included can be found in *Attachment C: PARIS VA "VETNET" Record Extract Layout*.

## **D. Frequency of Data Exchanges**

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

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

It is expected that the option for a match will be provided six times during the initial 18-month term of the agreement. During the 12 month renewal period, if any, the option for a match would be provided four additional times.

## **E. Projected Start and Completion Dates**

The agreement is expected to begin approximately August 30, 2020 and expire after 18 months, on February 28, 2022 (or February 28, 2023, if renewed for 12 additional months, as provided in *Section XII: Duration of Agreement*).

## **IV. NOTICE PROCEDURES**

VA and the SPAAs agree to notify all individuals initially, at the time they apply for benefits, that the information they provide on the benefit applications is subject to use in computer matching programs with other agencies. The SPAAs will provide the notice by including appropriate language printed on their application forms (or on separate handouts, when necessary).

The SPAAs will provide subsequent periodic notices to their respective recipients, by notifying each recipient, at the time of redetermination of eligibility, of the match between VA and the SPAAs. VA sends all beneficiaries a notice, as part of an annual beneficiary notice, indicating that the information they provided is subject to verification by computer matching.

## **V. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST FINDINGS**

### **A. Verification Procedures**

The SPAAAs will be responsible for verifying VA compensation and benefit record information, through contact with State clients, prior to making a determination of eligibility for public assistance.

Whenever there is a discrepancy between the matching information and the information reported for the individual veteran, the SPAA will verify the match information by sending a letter informing the individual of the information received and asking the individual to respond either within the number of days specified by relevant program statute or regulation, or within 30 days. The letter will clearly indicate the time period available for response and explain the information the agency has, its relevance to the individual's eligibility or benefit, and what action the agency will take in the event the individual fails to respond to the letter.

### **B. Opportunity to Contest Findings**

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

## **VI. DISPOSITION OF MATCHED ITEMS**

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

## **VII. SECURITY PROCEDURES**

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

Both SPAAAs and VA agree to comply with federal security and safeguarding requirements, including the Privacy Act, as amended, 5 U.S.C. § 552a; the E-Government Act of 2002, which includes the Federal Information Security Management Act of 2002 (FISMA), 44 U.S.C. §§ 3541-3549, as amended by the

Federal Information Security Modernization Act of 2014, 44 U.S.C. §§ 3551-3558; OMB Circular A-130, Managing Information as a Strategic Resource (July 28, 2016); OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information (January 3, 2017); and standards issued by the U.S. Department of Commerce's National Institute of Standards and Technology (NIST).

ACF will make arrangements with the DMDC to comply with federal security and safeguarding requirements for PARIS Program matches in a separate agreement (at the time of the effective date of this CMA, through the *Computer Matching Agreement Between Department Of Defense, Defense Manpower Data Center, State Public Assistance Agencies, And Department Of Health And Human Services, Administration For Children And Families For Verification Of Continued Eligibility For Benefits Through The Public Assistance Reporting Information System (PARIS) Program*, DoD-DMDC No.86, effective date February 1, 2019, <https://www.acf.hhs.gov/paris/memorandum>).

Information systems used to store, access, process, or transmit records matched and information produced by the match will employ security controls consistent with those recommended by NIST, or a comparable risk management program in accordance with State law or regulation. NIST recommended security controls are described in the latest version of NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (Rev. 4 or later).

FISMA requirements apply to all Federal contractors, organizations, or sources that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency. The recipient agency is responsible for oversight and compliance of its contractors and agents. VA reserves the right to conduct onsite inspections and the right to review SPAA security documentation to manage and monitor compliance with FISMA regulations during the lifetime of this agreement.

#### **A. Incident Reporting**

Within one (1) hour of detecting an incident, as defined by the United States Computer Emergency Readiness Team (US-CERT) and/or the latest version of NIST SP 800-61 (Computer Security Incident Handling Guide), the technical staff will notify its designated counterparts by telephone or e-mail so that the other party may take steps to determine whether its system has been compromised in order to take appropriate security precautions. If, within one (1) hour of detection, SPAA technical staff is unable to reach its VA-designated counterparts, it will contact VA's Network Security Operations Center (NSOC) at 1-855-673-4357.

Incidents should also be reported at the same time to ACF, via email to [paris@acf.hhs.gov](mailto:paris@acf.hhs.gov), for situational awareness purposes. No personally identifiable information should be included in any incident reports provided to ACF.

## **B. Administrative Safeguards**

Access to the records matched and to any records created by the match is restricted to only those authorized employees and officials who need them to perform their official duties in connection with the uses of the information authorized in this agreement. Further, all personnel with access to the records matched and to any records created by the match are advised of the confidential nature of the information, the safeguards required to protect the records, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws. Only authorized personnel will transmit or transport the records used to conduct the match and those created by the match.

## **C. Physical Safeguards**

The records matched and any records created by the match are stored in an area that is physically secure from access by unauthorized persons at all times. Access to the record storage area is limited to authorized personnel who must display a photo-identification pass or confidentially encoded identifier prior to entry.

## **D. Technical Safeguards**

The processing and transmission of the records matched and any records created by the match will occur under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the records so that unauthorized persons cannot retrieve any such records by means of computer, remote terminal, or other means. Systems personnel must follow access and identification safeguards in a manner defined by NIST (including NIST 800-100, "Information Security Handbook," and NIST 800-53 rev4 or later, "Security and Privacy Controls for Federal Information Systems and Organizations") or equivalent security guidelines in accordance with State law or regulation.

## **E. Application of Policy and Procedures**

SPAAs and VA shall also adopt policies and procedures appropriate to their individual agencies to ensure that information contained in their respective records and obtained from each other is used solely as provided in this agreement. SPAAs and VA agree to comply with these guidelines and any revision of them. Each agency reserves the right to make onsite inspections or may make other provisions for auditing compliance with the terms of the agreement such as requiring recurring self-audits to ensure the preservation of adequate safeguards.

## **VIII. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS**

Where State law allows, when determining eligibility for Medicaid benefits, the SPAAs will exclude (not use) this portion of VA data in the match results: "veteran's



aid-and-attendance VA income of \$90 or less”. Where State law prohibits this exclusion, the SPAAs will recommend State legislation that will permit this exclusion.

Each agency agrees to the following limitation on access to, disclosure, and use of data files and information, in any form, provided by the other agency:

1. That the original data files, in any form, provided by each agency as part of the matching program will remain the property of the agency furnishing the files and will be destroyed after the matching program is completed, not more than 6 months after receipt of the electronic files. Destruction will be accomplished by electronic erasure or other appropriate method that ensures the data is not recoverable.
2. That the data supplied by each agency and the records created by the match will be used solely for the purposes of, and to the extent necessary in the administration of, the matching program covered by this agreement and any applicable laws.
3. That the files provided by each agency will not be used to extract information concerning individuals therein for any purpose not specified in the agreement.
4. That the files provided by each agency will not be duplicated or disseminated within or outside the agency without the written authority of the agency which furnished the data. No agency shall give such permission unless the redisclosure is required by law or essential to the conduct of the matching program.
5. That information resulting from the matching program may be disclosed for follow-up and verification, or for civil or criminal law enforcement investigation or prosecution, if the match uncovers activity that warrants such action.

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

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

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

## **IX. RECORDS ACCURACY ASSESSMENT**

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

## **X. COMPTROLLER GENERAL ACCESS**

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

## **XI. REIMBURSEMENT/FUNDING**

Expenses involved with the data exchange outlined above will be reciprocal and not involve any cost adjustments among the agencies. It should be noted that cost adjustments have never been made among the Federal agencies and/or the SPAAs involved. Rather, the PARIS program has been operating on a no-fee basis with ACF providing computer support to SPAAs at no cost via an agreement with DMDC.

## **XII. DURATION OF AGREEMENT**

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

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

- 1) The VA DIB has approved the agreement.

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

If any agency that is party to this agreement does not want to renew it, that agency shall notify the others of its intention not to renew at least 90 days before the end of the initial 18-month period. This agreement may be amended at any time, provided the changes are non-significant, by a written amendment to this agreement that satisfies all parties and is approved by the VA DIB.

This agreement may be terminated at any time with the consent of all parties. Any party may terminate the agreement upon written notice to all parties, in which case the termination shall be effective 90 days after the date of the notice, or at a later date specified in the notice, so long as the date is not later than the date the agreement expires.

### **XIII. PERSONS TO CONTACT**

#### **HHS/ACF**

Joshua Williams  
Office of Planning, Research and Evaluation  
Administration for Children and Families  
330 C Street, SW  
Washington, D.C. 20201  
(202) 205-8478

#### **VA**

##### ***Program Issues***

Eric Robinson  
Compensation Service (212)  
Department of Veterans Affairs  
810 Vermont Avenue, NW  
Washington, D. C. 20420  
(202) 443-6016

##### ***Data Security Issues***

Tamer F. Ahmed  
Information Systems Security Officer  
End User Operations (EUO) – Enterprise Security Operations (ESO)  
IT Operations and Services (ITOPS)

Office of Information and Technology (OIT)  
810 Vermont Avenue, NW  
Washington, DC 20420  
Telephone: (202) 461-9306  
GFE Mobile: (202) 578-7559  
Email: [Tamer.Ahmed@va.gov](mailto:Tamer.Ahmed@va.gov)

**DoD/DMDC**

Portia A. M. Gilliam  
Program Manager, DMDC Organization DB |PARIS Project Department of Defense  
Human Resources Activity  
Defense Manpower Data Center  
4800 Mark Center Drive, Suite 04E25-01  
Alexandria, VA 22350-4000  
(571) 372-1152

***Data Transmission Issues to DMDC***

Ann Cooke (831) 583-2400  
[Ann.M.Cooke.Civ@mail.mil](mailto:Ann.M.Cooke.Civ@mail.mil)

#### **XIV. APPROVALS**

##### **A. Program Official for VA**

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

\_\_\_\_\_ /S/ \_\_\_\_\_ Date: 04/22/2020

Beth Murphy  
Executive Director, VBA Compensation Service  
U.S. Department of Veterans Affairs  
1800 G St., NW  
Washington, DC 20006

**Program Official for VA (continued)**

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

\_\_\_\_\_ /S/ \_\_\_\_\_ Date: 04/23/2020

Ronald S. Burke  
Executive Director, VBA Pension & Fiduciary Service  
U.S. Department of Veterans Affairs  
1800 G St., NW  
Washington, DC 20006

**B. Data Integrity Board for Veterans Affairs**

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

\_\_\_\_\_ /S/ \_\_\_\_\_ Date: 05/08/2020

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

**C. Program Official for Health and Human Services**

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

\_\_\_\_\_ /S/ \_\_\_\_\_ Date: 05/14/2020

Naomi Goldstein  
Deputy Assistant Secretary for Planning, Research, and Evaluation  
Administration for Children and Families  
330 C Street, SW  
Washington, DC 20024



## **Attachment A: PARIS SPAA List**

Anticipated participating State Public Assistance Agencies (SPAAs):

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

**Attachment A (continued)**

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

## **Attachment B: VA Routine Use**

**58VA21/22/28, 84 FR 4138 (Feb. 14, 2019)**

Routine Use 35: Identifying and payment information may be disclosed, upon the request of a Federal agency, to a State or local government agency, to determine a beneficiary's eligibility under programs provided for under Federal legislation and for which the requesting Federal agency has responsibility. These records may also be disclosed as a part of an ongoing computer-matching program to accomplish these purposes. This purpose is consistent with 38 U.S.C. 5701.

<https://www.govinfo.gov/content/pkg/FR-2019-02-14/pdf/2019-02315.pdf>

## Attachment C: PARIS VA “VETNET” Record Extract Layout

### Record Extract Layout

Field #	Location	Field Name	Rule	Length
1	1 - 9	VA File Number	Use FILE_NBR from AWARD_CMPSIT	9
2	10 - 18	Veterans SSN	Use VET_SSN_NBR from EXTEND_STATCL	9
3	19 - 27	Beneficiary SSN	Use BENE_SSN_NBR from EXTEND_STATCL	9
4	28-36	Apportionee SSN	If APORTN_RECIP_ID from AWARD_CMPSIT does not equal PTCPNT_BENE_ID from AWARD_CMPSIT, use SSN_NBR from PERSON. See section 2.4. (Common selection criteria) for selecting ssn from person table.	9
5	37	Veteran SSN Verification Indicator.	Use VET_SSN_VRFCTN_STATUS_TYPE_CD from EXTEND_STATCL	1
6	38	Beneficiary SSN Verification Indicator	Use BENE_SSN_VRFCTN_STATUS_TYPE from EXTEND_STATCL	1
7	39-40	Payee Type Code	Use PAYEE_TYPE_CD from AWARD_CMPSIT	2
8	41-45	Award Type Code	Use AWARD_TYPE_CD from AWARD_CMPSIT	5
9	46-50	Award Line Type Code	Use AWARD_LINE_TYPE_CD from AWARD_CMPSIT	5
10	51	Award Status Code	Use AWARD_CURNT_STATUS_CD from AWARD_CMPSIT	1
11	52	Gender Code	Person who is entitled to the benefit (veteran, or payee other than veteran) Use BENE_GENDER_CD from EXTEND_STACTL	1
12	53-82	Last Name	Person who is entitled to the benefit (veteran, or payee other than veteran) Use BENE_LAST_NM from EXTEND_STACTL	30
13	83-112	First Name	Person who is entitled to the benefit (veteran, or payee other than veteran) Use BENE_FIRST_NM from EXTEND_STACTL	30
14	113-142	Middle Name	Person who is entitled to the benefit (veteran, or payee other than veteran) Use BENE_MIDDLE_NM from EXTEND_STACTL	30
15	143-150	Beneficiary Birthday Date	Person who is entitled to the benefit (veteran, or payee other than veteran) Use BENE_BRTHDY_DT from EXTEND_STACTL. In MMDDYY format.	8
16	151-152	VET AA CD	Use VET_AA_CD from EXTEND_AWARD_CMPSIT	2
17	153-154	Spouse AA CD	If veteran record, Use SPOUSE_AA_CD from EXTEND_AWARD_CMPSIT Otherwise space.	2
18	155-157	Station Number	Use AWARD_STN_NBR from AWARD_CMPSIT	3
19	158	Spouse	If veteran record, Use Spouse_txt from AWARD_CMPSIT If spouse exists, set to “Y” Otherwise set to “N”.	1

Field #	Location	Field Name	Rule	Length
20	159-160	Minor Child	If not 306S, 306P, 306V, OLS, OLP, OLV Use MINOR_CHLDRN_NBR from current EXTEND_AWARD_LINE Otherwise [ zero ].	2
21	161-162	School Child	If not 306S, 306P, 306V, OLS, OLP, OLV Use SCHOOL_CHILD_NBR from current EXTEND_AWARD_LINE Otherwise [ zero ].	2
22	163-164	Helpless Child	If not 306S, 306P, 306V, OLS, OLP, OLV Use HELP_CHILD_NBR from current EXTEND_AWARD_LINE Otherwise [ zero ].	2
23	165-166	Parent	Use PARENT_NBR from current EXTEND_AWARD_LINE Otherwise [ zero ].	2
24	167-169	Combined Degree	Use COMBND_DEGREE_PCT from AWARD_CMPSIT.	3
25	170-171	Entitlement Type Code	Use ENTLMT_TYPE_CD from AWARD_CMPSIT	2
26	172-183	Change Reason (1)	Use AWARD_LINE_REASON_TYPE_CD from AWARD_LINE_REASON. See Attachment B for priority list. If no AWARD_LINE_REASON_TYPE_CD found in the priority list, [ use what is selected from database. ]	12
27	184-195	Change Reason (2)	Use AWARD_LINE_REASON_TYPE_CD from AWARD_LINE_REASON. See Attachment B for priority list. If no AWARD_LINE_REASON_TYPE_CD found in the priority list, [ use what is selected from database. ]	12
28	196-207	Change Reason (3)	Use AWARD_LINE_REASON_TYPE_CD from AWARD_LINE_REASON. See Attachment B for priority list. If no AWARD_LINE_REASON_TYPE_CD found in the priority list, [ use what is selected from database. ]	12
29	208-219	Suspense Reason	If AWARD_CMPSIT\$ AWARD_CURNT_STATUS_CD equal "S" [ Use SUSPNS_REASON_ONE_TXT from EXTEND_AWARD_CMPSIT. ]	12
30	220-227	Last Paid Date	Use LAST_PAID_DT from EXTEND_AWARD_CMPSIT. In MMDDYYYY format.	8
31	228-235	Effective Date	Use EFCTV_DT from AWARD_CMPSIT. In MMDDYYYY format.	8
32	236-250	Gross Amount	If Apportionee record [ zero ] Otherwise Use GROSS_AMT from AWARD_CMPSIT	15
33	251-265	Net Award Amount	If Apportionee record [ zero ] Otherwise Use NET_AMT from AWARD_CMPSIT	15
34	266-280	Payment Amount	Actual payment issued associated to beneficiary or apportionee. Payment could be zero amount. Use AWARD_AMT from AWARD_CMPSIT [ If no data selected, set to zero ]	15
35	281-292	Frequency Pay Type Code	Use "MO"	12
36	293-301	IVAP Amount	Use IVAP_AMT from AWARD_CMPSIT	9

Field #	Location	Field Name	Rule	Length
			Income Information is only associated to Live Improved Pension and Death Improved awards (Pension). So, this information will only be generated for those type awards. Income and expense information that supports the current award line will be provided. If the value is blank, the field will be set to SPACE.	
37	302-316	Beneficiary Annual Wages Amount	Use BENE_ANNUAL_WAGES_AMT from EXTEND_INCOME [ If no data selected, set to zero ]	15
38	317-331	Beneficiary Annual Insurance Amount	Use BENE_ANNUAL_INS_AMT from EXTEND_INCOME [ If no data selected, set to zero ]	15
39	332-346	Beneficiary Annual Interest Amount	Use BENE_ANNUAL_INT_AMT from EXTEND_INCOME [ If no data selected, set to zero ]	15
40	347-361	Beneficiary Annual Social Security Amount	Use BENE_ANNUAL_SSN_AMT from EXTEND_INCOME [ If no data selected, set to zero ]	15
41	362-376	Beneficiary Annual CSR Amount	Use BENE_ANNUAL_CSR_AMT from EXTEND_INCOME [ If no data selected, set to zero ]	15
42	377-391	Beneficiary Annual MLTY Amount	Use BENE_ANNUAL_MLTY_AMT from EXTEND_INCOME [ If no data selected, set to zero ]	15
43	392-406	Beneficiary Annual RRB Amount	Use BENE_ANNUAL_RRB_AMT from EXTEND_INCOME [ If no data selected, set to zero ]	15
44	407-421	Beneficiary Annual BL Amount	Use BENE_ANNUAL_BL_AMT from EXTEND_INCOME [ If no data selected, set to zero ]	15
45	422-436	Beneficiary Rest Annual Amount	Use BENE_REST_ANNUAL_AMT from EXTEND_INCOME [ If no data selected, set to zero ]	15
46	437-451	Beneficiary Rest Exclusion Amount	Use BENE_REST_EXCLSN_AMT from EXTEND_INCOME [ If no data selected, set to zero ]	15
47	452-466	Spouse Annual Wages Amount	Use SPOUSE_ANNUAL_WAGES_AMT from EXTEND_INCOME. [ If no data selected, set to zero ]	15
48	467-481	Spouse Annual Insurance Amount	Use SPOUSE_ANNUAL_INS_AMT from EXTEND_INCOME. [ If no data selected, set to zero ]	15
49	482-496	Spouse Annual Interest Amount	Use SPOUSE_ANNUAL_INT_AMT from EXTEND_INCOME. [ If no data selected, set to zero ]	15
50	497-511	Spouse Annual Social Security Amount	Use SPOUSE_ANNUAL_SSN_AMT from EXTEND_INCOME. [ If no data selected, set to zero ]	15
51	512-526	Spouse Annual CSR Amount	Use SPOUSE_ANNUAL_CSR_AMT from EXTEND_INCOME. [ If no data selected, set to zero ]	15
52	527-541	Spouse Annual MLTY Amount	Use SPOUSE_ANNUAL_MLTY_AMT from EXTEND_INCOME. [ If no data selected, set to zero ]	15
53	542-556	Spouse Annual RRB Amount	Use SPOUSE_ANNUAL_RRB_AMT from EXTEND_INCOME. [ If no data selected, set to zero ]	15

Field #	Location	Field Name	Rule	Length
54	557-571	Spouse Annual BL Amount	Use SPOUSE_ANNUAL_BL_AMT from EXTEND_INCOME. [ If no data selected, set to zero ]	15
55	572-586	Spouse Rest Annual Amount	Use SPOUSE_REST_ANNUAL_AMT from EXTEND_INCOME. [ If no data selected, set to zero ]	15
56	587-601	Spouse Rest Exclusion Amount	Use SPOUSE_REST_EXCLSN_AMT from EXTEND_INCOME. [ If no data selected, set to zero ]	15
57	602-616	Med Expns Amt	Annual amount of medical expenses (CD equal '056') Use MED_EXPNS_AMT from EXTEND_INCOME [ If no data selected, set to zero ]	15
58	617-631	Edu Expns Amt	Annual amount of education expenses (CD equal 'EE') Use EDU_EXPNS_AMT from EXTEND_INCOME [ If no data selected, set to zero ]	15
59	632-646	Last Expns Amt	Annual amount of last expenses (CD equal 'LE') Use LE_EXPNS_AMT from EXTEND_INCOME [ If no data selected, set to zero ]	15
60	647-661	Hardship Amt	Annual amount of hardship expenses (CD equal 'FME') Use HRDSHP_AMT from EXTEND_INCOME [ If no data selected, set to zero ]	15
61	662-664	RCVBL	See section 2.1.5. for selecting receivables from extend finance table. If more than one row exists, set to "ALL" Otherwise use EXTEND_FIN_CD from EXTEND_FIN.	3
62	665-679	RCVBL Amount	See section 2.1.5. for selecting receivables from extend finance table. If more than one exists, add all BAL_AMT's from EXTEND_FIN Otherwise use BAL_AMT from EXTERN_FIN. [ If no data selected, set to zero ]	15
63	680-682	Monthly Deductions	See section 2.1.5. for selecting receivables from extend finance table. If more than one row exists, set to "ALL" Otherwise use EXTEND_FIN_CD from EXTEND_FIN.	3
64	683-697	Deduction Amount	See section 2.1.5. for selecting receivables from extend finance table If more than one exists, add all BAL_AMT's from EXTEND_FIN Otherwise use BAL_AMT from EXTERN_FIN. [ If no data selected, set to zero ]	15
65	698-700	Proceeds	See section 2.1.5. for selecting proceeds from extend finance table Otherwise use EXTEND_FIN_CD from EXTEND_FIN.	3
66	701-715	Proceeds Amount	Use BAL_AMT From EXTEND_FIN [ If no data selected, set to zero ]	15
67	716-716	Address Type Indicator	If BDN_FORMAT_CD from EXTEND_ADDRS equal "N" set to "N" Otherwise set to "Y".	1
68	717-751	Address Name/Fid	Use g_fidNmLine1 from Common Letter clFindCurFidData function.	35
69	752-801	Address Fid Type	The Common Letter clFindCurFidData function will be used to select Fiduciary data. See section 2.1.4. for selecting Fiduciary data.  Use g_db_prptnl_phrase_TN from Common Letter clFindCurFidData function.	50

Field #	Location	Field Name	Rule	Length
70	802-891	Address Name Beneficiary	The Common Letter clFindPersonData function will be used to select Person data. See section 2.1.4. for selecting Person data.  Use [ g_firstNm, g_midNm, g_lastNm ] from Common Letter clFindPersonData function.	90
71	892-926	Corporate Format Address Line One	If BDN_FORMAT_CD from EXTEND_ADDRS equal "N", use ADDRS_ONE_TXT from PTCPNT_ADDRS Otherwise set to SPACE.	35
72	927-961	Corporate Format Address Line Two	If BDN_FORMAT_CD from EXTEND_ADDRS equal "N", use ADDRS_TWO_TXT from PTCPNT_ADDRS Otherwise set to SPACE.	35
73	962-996	Corporate Format Address Line Three	If BDN_FORMAT_CD from EXTEND_ADDRS equal "N", use ADDRS_THREE_TXT from PTCPNT_ADDRS Otherwise set to SPACE.	35
74	997-1026	Corporate Format City Name	If BDN_FORMAT_CD from EXTEND_ADDRS equal "N", use CITY_NM from PTCPNT_ADDRS Otherwise set to SPACE.	30
75	1027-1028	Corporate Format State Name	If BDN_FORMAT_CD from EXTEND_ADDRS equal "N", use POSTAL_CD from PTCPNT_ADDRS Otherwise set to SPACE.	2
76	1029-1033	Corporate Format ZIP Code Prefix	If BDN_FORMAT_CD from EXTEND_ADDRS equal "N", use ZIP_PREFIX_NBR from PTCPNT_ADDRS Otherwise set to SPACE.	5
77	1034-1037	Corporate Format ZIP Suffix	If BDN_FORMAT_CD from EXTEND_ADDRS equal "N", use ZIP_FIRST_SUFFIX_NBR from PTCPNT_ADDRS Otherwise set to SPACE.	4
78	1038-1087	Corporate Format Country Type Name	If BDN_FORMAT_CD from EXTEND_ADDRS equal "N", use CNTRY_TYPE_NM from PTCPNT_ADDRS Otherwise set to SPACE.	50
79	1088-1103	Corporate Format Foreign Postal Code	If BDN_FORMAT_CD from EXTEND_ADDRS equal "N", use FRGN_POSTAL_CD from PTCPNT_ADDRS Otherwise set to SPACE.	16
80	1104-1138	Corporate Format Province Name	If BDN_FORMAT_CD from EXTEND_ADDRS equal "N", use PRVNC_NM from PTCPNT_ADDRS Otherwise set to SPACE.	35
81	1139-1173	Corporate Format Territory Name	If BDN_FORMAT_CD from EXTEND_ADDRS equal "N", use TRTRY_NM from PTCPNT_ADDRS Otherwise set to SPACE.	35
82	1174-1185	Corporate Format Military Postal Type	If BDN_FORMAT_CD from EXTEND_ADDRS equal "N", use MLTY_POSTAL_TYPE_CD from PTCPNT_ADDRS Otherwise set to SPACE.	12
83	1186-1197	Corporate Format Military Post Office	If BDN_FORMAT_CD from EXTEND_ADDRS equal "N", use MLTY_POST_OFFICE_TYPE_CD from PTCPNT_ADDRS Otherwise set to SPACE.	12
84	1198-1198	FILLER		1
85	1199-1218	BDN Format	If BDN_FORMAT_CD from EXTEND_ADDRS equal "Y", use TRSURY_ADDRS_ONE_TXT from PTCPNT_ADDRS Otherwise set to SPACE.	20
86	1219-1238	BDN Format	If BDN_FORMAT_CD from EXTEND_ADDRS equal "Y", use TRSURY_ADDRS_TWO_TXT from PTCPNT_ADDRS Otherwise set to SPACE.	20



Field #	Location	Field Name	Rule	Length
87	1239-1258	BDN Format	If BDN_FORMAT_CD from EXTEND_ADDRS equal "Y", use TRSURY_ADDR_THREE_TXT from PTCPNT_ADDRS Otherwise set to SPACE.	20
88	1259-1278	BDN Format	If BDN_FORMAT_CD from EXTEND_ADDRS equal "Y", use TRSURY_ADDR_FOUR_TXT from PTCPNT_ADDRS Otherwise set to SPACE.	20
89	1279-1298	BDN Format	If BDN_FORMAT_CD from EXTEND_ADDRS equal "Y", use TRSURY_ADDR_FIVE_TXT from PTCPNT_ADDRS Otherwise set to SPACE.	20
90	1299-1318	BDN Format	If BDN_FORMAT_CD from EXTEND_ADDRS equal "Y", use TRSURY_ADDR_SIX_TXT from PTCPNT_ADDRS Otherwise set to SPACE.	20
91	1319-1323	BDN Format	If BDN_FORMAT_CD from EXTEND_ADDRS equal "Y", use ZIP_PREFIX_NBR from PTCPNT_ADDRS Otherwise set to SPACE.	5
92	1324-1423	FILLER	SPACE	100

## Layout Explanations

### Address Display

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

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

### Fiduciary

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

### Filler

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

## **Attachment D: Cost Benefit Analysis for PARIS Computer Matching Programs**

### **A. BACKGROUND**

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

Starting in August of 1999, the Department of Defense, Defense Manpower Data Center (DoD/DMDC) began providing computer resources to support the development and operation of PARIS information exchange initiatives. In addition, DMDC made available to ACF and SPAAs, for statistical matching purposes, Federal benefit and earnings databases. This cost benefit analysis (CBA) supports a Federal data exchange agreement to allow SPAAs to receive information from the DMDC and VA databases. The States will use this information to verify public assistance client reporting of income and benefit circumstances for the purposes of a more accurate determination of program eligibility and payment, and recouping erroneous payments.

### **B. SUMMARY OF BENEFITS**

#### **Direct Benefits**

Direct benefits include savings attributable to detecting unqualified clients:

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

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

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

## Indirect Benefits

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

## Recent Match Results

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

### *Match Conducted November 2019*

File (out of 52 states)	SSNs submitted	Matched SSNs
Interstate (50 states)	64,666,326	512,525
Veterans (32 states)	7,855,563	303,923
Federal (42 states)	9,310,471	58,856
Total matched SSNs		875,304

### *Match Conducted August 2019*

File (out of 52 states)	SSNs submitted	Matched SSNs
Interstate (48 states)	62,350,570	503,013
Veterans (39 states)	9,479,423	315,844
Federal (34 states)	9,317,190	56,364
Total matched SSNs		875,221

### *Match Conducted May 2019*

File (out of 52 states)	SSNs submitted	Matched SSNs
Interstate (48 states)	63,171,967	555,030
Veterans (42 states)	9,380,600	393,993
Federal (27 states)	7,150,333	32,234
Total matched SSNs		981,257

### *Match Conducted February 2019*

File (out of 52 states)	SSNs submitted	Matched SSNs
Interstate (49 states)	65,937,519	673,945
Veterans (42 states)	9,290,415	405,337
Federal (0 states)	0	0
Total matched SSNs		1,079,282

Note: The Federal match was not conducted in February 2019.

*The November 2019 Federal file breakdown was*

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

**Recent PARIS Success Stories**

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

***New York State***

New York State, in State Fiscal Year 2018 (April 2018 through March 2019), closed or removed active individuals from 8,593 Public Assistance cases identified on the PARIS Match. The cost savings for these individuals was \$49,351,452.

These savings are calculated by determining the average annual cost of an individual in each of the following case types - Federally funded Temporary Assistance for Needy Families (TANF) PA cases (which can include Medicaid and Supplemental Nutrition Assistance Program (SNAP) Benefits), New York funded Safety Net PA cases (which can include Medicaid and SNAP Benefits), and SNAP Only cases. New York tracks the number of individuals closed by the PARIS Match for each of these case types. The annual cost savings for each case type is calculated by multiplying the number of closed or removed cases by average annual cost of each case type. The annual cost savings is the sum of annual cost savings for each case type.

The breakdown of the 2018 year's annual cost savings is as follows: \$28,843,104 was saved in Public Assistance (includes SNAP and Medicaid Benefits issued through Public Assistance cases, TANF and New York funded Safety Net PA cases), and \$20,508,348 in SNAP Only cases. These figures do not include Medicaid only cases.

***Pennsylvania***

Pennsylvania has participated in the PARIS Interstate and VA Matches since their inception:

The following results are for the PARIS Interstate Match from 1997 to 2016:

- 336,085 matches have been loaded and 69,317 or 21% have been closed.
- Total cost avoidance savings were estimated to be \$234.9 million dollars.
- The average savings per match closed was \$3,389.

The following results are for the PARIS Veterans Match 1998 to 2016:

- 77,933 have been loaded and 10,367 have resulted in closed or reduced benefits.
- Total annualized savings are estimated to be \$49.3 million dollars.
- The average savings per match closed or reduced was \$4,758.

### ***Washington State***

Washington State Veterans Benefit Enhancement Program (VBE) focuses on low-income U.S. military veterans and their families that rely on Medicaid, and may not realize they are eligible for comprehensive federal care and benefits programs that would provide better benefits while preserving their homes and financial assets. The VBE staff embarked on a pioneering effort using available federal data provided by the Public Assistance Reporting Information System (PARIS) to connect Medicaid recipients with their federal veteran's benefits.

Washington began its efforts in 2002, focusing on long-term care beneficiaries, most of them in nursing homes, and working in partnership with the Washington State Department of Veterans Affairs. Since then, the state program has become a national model and best practice for using PARIS veteran's data with 32 other states establishing similar efforts.

The program is of benefit to veterans and results in redirection of Medicaid funding to others in need. The program is committed to building upon the over \$100 million in savings since 2004 and has benefitted over 60,000 Washington veterans and families. During the State Fiscal Year (SFY) 2019, through Veterans Benefit Enhancement efforts the department reported medical costs avoidance of \$23.6 million.

### ***California***

California runs a similar Veterans Benefit Enhancement Program using PARIS Veteran's data to that of Washington State. California's VBE focuses on assisting low-income U.S. military veterans and their families maximize federal benefits they have earned through their service to our nation. Many rely on Medi-Cal (California's state Medicaid program) and outreach efforts are effective in educating veterans and their families about federal programs they may be eligible for.

During fiscal year 2018-2019, California's VBE program provided outreach to 6,077 veterans resulting in cost avoidance savings in 2,046 cases. Through Veterans Benefit Enhancement efforts for this fiscal year, the state reported medical cost avoidance/savings of \$18.3 million. With an estimated program expense of approximately \$650,000 (through investment in four state staff and some technical costs), this can also be view as a benefits to cost ratio of 28:1.

## *Kansas*

The Kansas Department for Children and Families, using the PARIS Veterans match to ensure the income is budgeted on the SNAP case was accurate, realized \$74,897 in cost avoidance for State Fiscal Year 2019. The agency costs expended for this effort were reported as negligible.

### **2007 PARIS Cost Benefit Analysis**

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

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

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

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

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

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

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

However, for most States, ongoing costs of PARIS operations were not commonly tracked, as most States incorporate PARIS activities into a more general, higher-level compliance activity. None of the States included in the 2007 analysis had a tracking system that would allow one to track costs specifically to PARIS activities. However, some States were able to provide estimates of the amount of time needed to create the files, submit the match, and filter and distribute the results. These estimates were averaged to approximate the annual costs per State, which were: systems processing cost of \$8,000 annually (if submitting for all four quarters), annual program specialist cost of \$22,265, administrative and supervisory cost of \$10,810 annually, and State costs to close each case (secondary verification, client notice, hearings and appeals, etc.) for a total average of \$71,541.87 per State per year times 52 (50 States, District of Columbia and Puerto Rico), totaling \$3,720,176 million for all States combined. These are assumed fixed costs for each state; the costs from investigating the matches will vary with the number of matches returned to States resulting in a higher national cost total cited above.

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

### **Cost Estimates for DOD/DMDC Functions (PARIS Technical Services)**

#### ***Routine Automated Matching***

A GS-13/10 Information Technologist grade level at \$63.95 per hour (Salary Table 2020-DCB) receives the states' submissions. The data is reformatted for consistency between states. The data is then run through a series of programs to match the SSN and create output files for each match (Interstate, Veterans, and Federal) and each participating state. This process takes approximately 3 weeks (120 hours) from start to finish.

Cost - \$7,674.00

#### ***Miscellaneous Development and Programming Tasks***

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

Once a year cost = \$2,890.00.

$\$2,890.00 / 4 = \$722.50$

Cost - \$722.50

#### ***Preparation of Matching Agreement***

Any preparations, negotiations, reviews, and concurrences are handled by various levels within the DMDC. This consumes at least 20 hours of work at an average GS-14/6 grade level at \$67.82 per hour. The agreement will last for 30 months (18 months original and 12 month extension), therefore the cost is spread out over approximately 10 matches.

$$\$1,356.40 / 10 = \$135.64$$

Cost - \$135.64

### ***Computer Processing***

The computer being used for the processing of the PARIS match is located at the Naval Postgraduate School in Monterey California. The primary usage for this mainframe computer is to process other DOD applications not related to the PARIS match. DMDC will not keep any data submitted by the states, and will discard the data as prescribed in the Computer Matching Agreement negotiated by the Defense Privacy Office DPO. Costs for the computer processing are \$16,573.50 per quarterly match. (CPU based on: 52 states for Interstate = 127 min., 52 states for Veteran = 127 min. and 52 states for Federal = 127 min @ \$43.50 per min)

$$\$43.50 * 381 \text{ minutes} = \$16,573.50$$

Cost - \$16,573.50

### ***Cost Summary***

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

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

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

### **Cost Estimates for ACF Functions (PARIS Oversight)**

#### ***Preparation of Matching Agreements***

The Department of Defense and Department of Veterans Affairs Computer matching agreements are handled and reviewed by numerous ACF employees. We will assume that the preparation, negotiations, reviews, and concurrence by various levels within the ACF as well as the Office of General Counsel and the Data Integrity Board members and staff consume at least 200 hours of work at an average GS-14/6 grade level at \$67.82 per hour. The agreement will last for up to 30 months (18 month initial



term and 12 month renewal term), therefore, the cost is spread out over approximately 10 matches.

$$\$13,564.00 / 10 = \$1,356.40$$

Cost - \$1,356.40

### ***PARIS Coordinator***

A GS-14/6 Management Analyst spends about 30% of their time coordinating PARIS activities. Each cycle would be \$10,615.05. There are four cycles in a year.

Cost - \$10,615.50

### ***Cost Summary***

Total ACF cost per cycle = \$11,971.45 / 875,304 projected individual cases = approximately \$.014 per case (per state match found based on November 2019 Interstate = 512,525; Veterans = 303,923 and Federal = 58,856).

Total ACF cost per year = \$11,971.45 \* 4 matching cycles per year = \$47,885.80

1. Total ACF cost per year = \$47,885.80
2. Total ACF cost per cycle = \$11,971.45
3. Total ACF cost per case = \$.014

### **Cost Estimates for VA Functions (PARIS VA Data Coordination)**

#### ***Preparation of Matching Agreement***

Any preparations, negotiations, reviews, and concurrences are handled by various levels within the VA. This consumes at least 20 hours of work at an average GS-14/6 grade level at \$67.82 per hour. The agreement will last for 30 months (18 months original and 12 month extension), therefore the cost is spread out over approximately 10 matches.

$$\$1,356.4 / 10 = \$135.64$$

Cost - \$135.64

#### ***Data File Processing***

The Veterans data file is compiled at the VA's Hines Data Center and transmitted to DMDC on a quarterly basis. This consumes at least 20 hours of work at an average GS-13/6 grade level at \$57.39 per hour.

$$\$1,147.80 * 4 = \$4,591.20$$

Cost - \$4,591.20

### ***Cost Summary***

Total VA cost per cycle = \$1,283.44 / 303,923 projected individual cases = approximately \$.004 per case (per state match found based November 2019 Veterans = 303,923)

Total VA cost per year = \$1,283.44 \* 4 matching cycles per year = \$5,133.76

1. Total VA cost per year = \$5,133.76
2. Total VA cost per cycle = \$1,283.44
3. Total VA cost per case = \$.004

### **Cost Estimate Summary**

The total estimated cost for DMDC, ACF, and VA = \$.047 per matched case (\$.029 + \$.014 + \$.004, respectively). This amount is insignificant when compared to the estimated savings illustrated above from the States cited.

### ***Overall Costs***

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

### ***Alternatives***

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

## **C. COST BENEFIT ANALYSIS FOR PARIS COMPUTER MATCHING PROGRAMS**

### **Costs**

#### ***Personnel costs & Computer costs***

- Agencies: Total for All State and Federal Agencies, Per Year: \$3,873,618.12  
(Per Case: \$500.05)
  - Source (VA): Per Year: \$5,133.76 (Per Case: \$.004)
  - Recipient (52 SPAA's combined): Per Year: \$3,720,176 (Per Case: \$500)
  - Facilitating Agency (HHS/ACF): Per Year: \$47,885.80 (Per Case: \$.014)

- DOD/DMDC: Per Year: \$100,422.56 (Per Case: \$.029)
- Justice System Agencies: *unknown*
- Public Assistance Clients and Third Parties Assisting Them (e.g., in contesting match errors/correcting erroneous information): *unknown*
- General Public: *unknown*

## **Benefits**

### ***Avoidance of future improper payments***

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

### ***Recovery of improper payments and debts***

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

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

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