

**COMPUTER MATCHING AGREEMENT  
BETWEEN  
THE SOCIAL SECURITY ADMINISTRATION  
AND  
THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**SSA Match #1061**

**I. Purpose**

This Computer Matching Agreement (agreement) sets forth the terms, conditions, and safeguards under which the Social Security Administration (SSA) will disclose information to the Department of Housing and Urban Development (HUD), Office of Public and Indian Housing, Office of Multifamily Housing to administer certain rental assistance programs. SSA will provide HUD Social Security number (SSN) verifications, death indicator when applicable, Title II (Federal Old Age, Survivors, and Disability Insurance Benefits (OASDI)), Title XVI (Supplemental Security Income (SSI) for the Aged, Blind, and Disabled), and Title VIII (Special Benefits for Certain World War II Veterans (SVB)) benefit information. HUD will use this information to verify participants' eligibility in various HUD rental assistance programs.

HUD, through public housing agencies (PHA) (as defined in 24 C.F.R. § 5.100) and private owners and management agents (O/A) (PHAs and O/A's are collectively referred to as POAs) who administer HUD rental assistance programs, will compare the match results with other evidence to determine whether participants have reported complete and accurate income information and whether participants have received the appropriate amount of housing assistance.

HUD will use the information generated by the match process to administer certain rental assistance programs and, to the extent necessary, to comply with statutory and regulatory requirements:

1. HUD staff, POAs, independent public or private auditors (hired by HUD or POAs), and Contract Administrators (CA) will perform program oversight and monitoring, as well as audits.
2. After the removal of personal identifiers (i.e., name, SSN, date of birth (DOB)), HUD staff and HUD contractors will conduct analyses of participants income reporting and outline the results in HUD's annual Quality Control for Rental Assistance Subsidies Determination (referred to as the QC Study).
3. Under the essential standard, HUD may disclose the results of the match for civil or criminal law enforcement investigation or prosecution if the match uncovers activity that warrants such disclosure. For example, HUD may release the match results that

HUD maintains in its systems of records (SOR) to its Office of the Inspector General, which may use the information to investigate a particular matched individual.

4. HUD may disclose Title II, Title XVI, and Title VIII information to POAs, CAs, Independent Public Auditors, authorized individuals, and entities associated with grievance procedures and judicial proceedings initiated as specified in this agreement, since such disclosures are essential to the matching program.

## **II. Legal Authority**

Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (42 U.S.C. 3544) authorizes HUD and PHAs to request wage and claim information from state Wage Information Collection Agencies (SWICAs) responsible for administering State unemployment laws in order to undertake computer matching

42 U.S.C. § 3543 authorizes HUD to require rental assistance applicants and participants to disclose their SSNs. HUD requires, as a condition of eligibility, that individuals requesting, or continuing to receive, rental assistance disclose their SSNs (24 C.F.R. § 5.216).

Section 1106 of the Social Security Act (Act) (42 U.S.C. § 1306) and the regulations promulgated thereunder provide legal authority for SSA's disclosures in this agreement (20 C.F.R. Part 401).

Section 205(r)(3) of the Act (42 U.S.C. § 405(0(3))) provides legal authority for SSA to disclose death data to Federal agencies to ensure proper payment of Federally funded benefits. Pursuant to section 7213 of the Intelligence Reform and Terrorism Prevention Act of 2004 (IRTPA), Public Law (Pub. L.) No. 108-458, SSA includes death indicators in verification routines that SSA determines to be appropriate.

## **III. Definitions**

- A. "Applicant" means a person or family that has applied for HUD rental housing assistance.
- B. "Personal Identifiers," for the purposes of this agreement, refers to a participant's name, SSN, and DOB.
- C. "Contract Administrator" (CA) means the entity that enters into the contract with the owner and is responsible for monitoring performance by the owner. The contract administrator is a PHA in the case of private-owner/PHA projects and HUD in private-owner/HUD and PHA-owner/HUD projects (24 C.F.R. § 880.201).
- D. "Contractor/Agency" means a third-party entity in a contractual or similar relationship with HUD to act on the agency's behalf to administer, or assist in administering, the programs described in the agreement.
- E. "O/As" refer to HUD-approved private owners and management agents who

administer various HUD rental assistance programs.

- F. "Public Housing Agency" (PHA) means any State, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that are authorized to engage or assist in the development or operation of low-income housing under the United States Housing Act of 1937 (24 C.F.R. § 5.100).
- G. "POAs " collectively refer to PHAs and O/As who administer various HUD rental assistance programs.
- H. "Participant" means an individual or a family that is qualified to receive, or is receiving, rental assistance under a HUD rental assistance program administered by a PHA or O/A (24 C.F.R. § 5.214).
- I. "Title II, Title XVI, and Title VIII" information means benefit and payment information contained in the SSA Master Beneficiary Record (Title II MBR), the Supplemental Security Income Record (Title XVI SSR), and the Special Veterans Benefits Record (Title VIII SVB).

#### **IV. Responsibilities of the Parties**

##### **A. HUD's Responsibilities**

1. HUD will transmit a finder file of personal identifiers for each identified participant as described in Section VI.C.1, to SSA via the State Verification and Exchange System (SVES). When HUD's finder file of personal identifiers for participants matches the information in SSA records, HUD will also request OASDI, SSI, and SVB benefit information. HUD certifies, through the terms of this agreement, that such disclosures are essential to this matching program. HUD will not transmit a separate finder file to obtain a participant's SSA dual entitlements benefits information until they are verified through SSA matching to be receiving dual entitlements.
2. Using SSA data for the identifier "hits" (a hit occurs when HUD's finder file of personal identifiers matches the information in SSA SORs), HUD will compare the SSA OASDI, SSI, and SVB benefit information, as described in Section VI.C.2, to the income information included in HUD's automated participant files. The automated comparisons will provide HUD with an indicator of whether participants have reported complete and accurate income. Where substantial disparities exist between participants' reported income and SSA's data, HUD will distribute information to participants or to POAs, when permitted under applicable law. The participants and program administrators will take actions to resolve these differences.
3. HUD will disclose information obtained from SSA under this agreement to POAs as necessary for the administration of the programs covered by this

agreement. HUD will ensure that all POAs who receive SSA information comply with the terms and conditions set forth in this agreement.

4. HUD will not direct individuals to SSA field offices to obtain data that HUD is authorized to receive under this agreement. Where disparities exist between individual-supplied data and SSA's data, HUD will take, or advise POAs to take, the following steps before referring the individual to an SSA field office:
  - Check its records to be sure that the data of the original submission has not changed (e.g., last name recently changed);
  - Contact the individual to verify the data submitted is accurate, and;
  - Consult with the SSA Contact to discuss options before advising individuals to contact SSA for resolution.
5. HUD acknowledges that SSA's positive verification of an SSN only establishes that the submitted information matches the information contained in SSA's records, subject to the tolerances established in SSA's matching routine. The verification does not authenticate the identity of the individual or conclusively prove that the individual submitting the information is who he or she claims to be. When permitted by law, HUD may disclose information obtained from SSA to POAs regarding the reason(s) for SSN verification for an SSN no-match response.
6. The rental housing assistance programs covered under this agreement are as follows:
  - a. Disaster Housing Assistance Program under the United States Housing Act of 1937
  - b. Public Housing under 24 C.F.R. part 960
  - c. Section 8 Housing Choice Voucher under 24 C.F.R. part 982
  - d. Project-Based Section (24 C.F.R. parts 880, 881, 883, 884, 886, and 891)
  - e. New Construction Multifamily Assisted Housing Reform and Affordability Act of 1997 (42 U.S.C. § 1437f)
  - f. Substantial Rehabilitation Multifamily Assisted Housing Reform and Affordability Act of 1997 (42 U.S.C. § 1437f)
  - g. Section 202/8 of the Housing Act of 1959 (12 U.S.C. § 1701q)
  - h. Rural Housing Services Section 515/8 under section 515 of title V of the Housing Act of 1949 (42 U.S.C. § 1485)
  - i. Loan Management Set-Aside Section 236 of the National Housing Act (12 U.S.C. § 1715z-1)
  - j. Property Disposition Set-Aside of the Housing Act of 1959 (12 U.S.C. § 1701)

- k. Section 101 Rent Supplement of the Housing and Urban Development Act of 1965 (12 U.S.C. § 1701s)
- l. Section 202/162 Project Assistance Contract of the Housing Act of 1959 (24 C.F.R. 891.655)
- m. Section 202 Project Rental Assistance Contract (PRAC) of the Housing Act of 1959 (12 U.S.C. § 1701q)
- n. Section 811 PRAC of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. § 8013)
- o. Section 236 of the National Housing Act (12 U.S.C. § 1715z-1)
- p. Section 236 Rental Assistance Program (RAP) of the National Housing Act (12 U.S.C. § 1715z-1)
- q. Section 221(d)(3) Below Market Interest Rate and 236 of the National Housing Act of 1959 (12 U.S.C. §§ 171519(d)(3) and 1715z-1)
- r. Section 8 Moderate Rehabilitation (24 C.F.R. part 882)
- s. Project-Based Voucher (24 C.F.R. part 983)

The Low-Income Housing Tax Credit and Rural Housing Services Section 515 (non-Section 8) are not included under the rental housing assistance programs covered under this agreement.

#### B. SSA's Responsibilities

1. As set forth in Section VI.C.2 of this agreement, using SVES, SSA will provide HUD a "match/no match" response and, in the case of a "no match" response, the reason for the "no match". In the case of a "match" response, SSA will also provide a death indicator if the individual is listed as deceased in SSA records.
2. If the personal identifiers from HUD's finder files matches the information in SSA records that the participant receives SSA benefits, SSA will also disclose OASDI, SSI, and SVB benefit information for the purposes set forth in this agreement. SSA will provide OASDI, SSI, and SVB information to HUD based on routine uses in the applicable SORs.

### V. **Justification and Anticipated Results**

#### A. Justification

HUD and POAs are obligated to collect and verify income information from applicants and participants in rental assistance programs to determine eligibility for, and amount of, rental assistance. HUD statutes authorize POAs to verify income data reported by these applicants and participants. 24 C.F.R. Parts 5, 882, 884, 960, 982, and 983 specify the definition of income, income limits, rent, and reexamination of family income for public housing and tenant-based and project-based Section 8 programs (42 U.S.C. §§ 1437a and 1437f).

Administrators of HUD rental assistance programs rely upon the accuracy of participant-reported income to determine participant's eligibility for, and level of, rental assistance payments. This match is designed to provide indicators of participants' unreported or under-reported income by enabling assisted housing program administrators to verify income provided to HUD against income data received from SSA during the computer matching process.

This computer matching program provides the most practical and cost-effective means for obtaining information needed to serve the statutory purposes described in this agreement.

## B. Anticipated Results

Benefits of the computer matching program for HUD include:

1. Reducing improper payments in accordance with Executive Order 13520, issued on November 20, 2009, and the Improper Payments Elimination and Recovery Act of 2010, enacted on July 22, 2010 (Pub. L. 111-204).
2. Determining the appropriate level of rental subsidies.
3. Identifying and recovering overpayments of rental subsidies.
4. Increasing the availability of rental subsidies to individuals and families who meet the requirements of HUD rental assistance programs.
5. Deterring future abuses in rental housing subsidy programs.
6. Ensuring that only eligible participants receive rental assistance; and
7. Reducing administrative costs associated with manual income verifications.

Using recent data, SSA has provided information that identified approximately 76,000 deceased household, or single member household, recipients of potential HUD rental assistance. This effort resulted in a reduction of improper payments of over 302 million dollars. SSA also identified another 35,000 applicants who engaged in either fraudulent or negligent behavior concerning their SSNs. This cost savings translated to a benefit of more than 119:1 savings of total program costs for fiscal year (FY) 2016. Total personnel and computer costs for FY 2016 were \$3,183,701 (See Attachment: Cost Benefit Analysis).

## **VI. Description of Exchanged Records**

### **A. SSA's SORs for disclosures under this agreement:**

1. Master Files of Social Security Number (SSN) Holders and SSN Applications (Enumeration System), 60-0058, last fully published December 29, 2010 (75 Federal Register (Fed. Reg.) 82121) and amended on July 5, 2013 (78 Fed. Reg. 40542), February 13, 2014 (79 Fed. Reg. 8780), July 3, 2018 (83 Fed. Reg. 31250 and 83 Fed. Reg. 31251), and November 1, 2018 (83 Fed. Reg. 54969).
2. Master Beneficiary Record (MBR), 60-0090, last fully published on January 11, 2006 (71 Fed. Reg. 1826) and amended on December 10, 2007 (72 Fed. Reg. 69723), July 5, 2013 (78 Fed. Reg. 40542), July 3, 2018 (83 Fed. Reg. 31250 and 83 Fed. Reg. 31251), and November 1, 2018 (83 Fed. Reg. 54969).
3. Supplemental Security Income Record (SSR) and Special Veterans Benefits (SVB), 60-0103, last fully published on January 11, 2006 (71 Fed. Reg. 1830) and amended December 10, 2007 (72 Fed. Reg. 69723), July 3, 2018 (83 Fed. Reg. 31250 and 83 Fed. Reg. 31251) and November 1, 2018 (83 Fed. Reg. 64969).

SSA has the appropriate routine uses to disclose information to HUD. The information in these SORs may be updated during the effective period of this agreement as required by the Privacy Act.

### **B. HUD's SORs for disclosures under this agreement:**

1. Tenant Rental Assistance Certification System (TRACS)  
HSNG.MF.HITS.02, published on August 22, 2016 ([81 FR 56684](#))
2. Inventory Management System, Public Housing Information System (IMS/PIC), HUD/PIH.01, published on March 25, 2019 ([84 FR 11117](#)).
3. Enterprise Income Verification (EIV) System (HUD/PIH-5), published on September 1, 2009 ([74 FR 45235](#)).

### **C. Specified Data Elements**

1. HUD will provide SSA with the following information for each individual for whom HUD requests information:
  - a. First name
  - b. Last name

- c. SSN
- d. DOB

2. SSA will provide HUD with the following information upon request:

- a. When the SSN verification produces a "match" response:
  - i. death indicator (if applicable)
  - ii. OASDI, SSI, and/or SVB benefit information (if applicable)
    - (a) if the participant receives dual entitlements, HUD will transmit a separate finder file to SSA requesting dual entitlements benefits information, which SSA will then provide to HUD
- b. When the SSN verification produces a "no match" response:
  - i. reason for the "no match" in the form of an error code

#### D. Number of Records Involved

HUD matches approximately 6.5 million records monthly. HUD estimates the same request rate for FY 2021.

SSA returns approximately 4 million records monthly.

#### E. Frequency of Matching

Multiple batch files are transmitted each month and HUD's EIV is updated once a month with the data derived from these matches.

### VII. Accuracy Assessments

Enumeration Database: The SSA Enumeration System used for SSN matching is 100 percent accurate based on SSA's Office of Quality Review (FY 2015 Enumeration Accuracy Report, April, 2016)."

MBR and SSR Databases: SSA does not have an accuracy assessment specific to the data elements listed in this agreement. However, SSA conducts periodic, statistically valid, stewardship (payment accuracy) reviews, in which the benefits or payments listed in this agreement are included as items available for review and correction. SSA quality reviewers interview the selected OASDI and SSI beneficiaries/recipients and redevelop the nonmedical factors of eligibility to determine whether the payment was correct. Based on the available study results, we have a reasonable assurance that SSA's accuracy assumptions of a 95% confidence level for the monthly benefits or payments listed in this agreement (Fiscal Year 2016 Title II Payment Accuracy Report, August 2017; Fiscal Year 2016 Title XVI Payment Accuracy Report, August 2017).

Medicare Low Income Subsidy (LIS): SSA Quality Review staff reviewed issues related to income, liquid resources, and real property. Based on their most recent findings in FY 2016,



the case accuracy was 85.0%. Recommendations from the review's conclusion section indicated that revisions to our policy instructions might increase the accuracy rate.

Based on a recent computer matching project, HUD estimates that the names and SSNs included in HUD master records are about 98 percent accurate. HUD has developed and implemented automated procedures to pre-check the SSN and name data for general accuracy before sending it to SSA. Although HUD cannot assure that all the SSNs it submits to SSA will be valid, HUD will use SSA matching techniques that will substantially reduce false positive "hits" (producing an incorrect verification) on identifiers.

## **VIII. Procedures for Individualized Notice**

### **A. HUD**

HUD, through its POAs, will notify all applicants who apply for, and participants who are receiving, housing assistance that HUD will conduct computer matching programs. Participants in HUD rental assistance housing programs are notified that HUD and the POAs are requesting income and other information to verify household income, identity, and death information through computer matching programs to ensure program eligibility for assisted housing benefits, and to ensure that the level of benefits are set correctly. POAs will provide applicants and participants with a consent form developed by HUD, or the POA, in accordance with 24 C.F.R. § 5.230. Individual applicants and participants will sign the consent form when applying for initial or continued assistance. HUD published a final rule concerning the participant's consent to release of information on March 20, 1995 (60 Fed. Reg. 14632).

Each adult member of the household receives an individual notice at initial certification (or examination) and at each recertification (or reexamination). Each adult member of the household must sign an Authorization for the Release of Information (Form HUD-9886 or Form HUD-9887) or an equivalent consent form that meets the criteria specified at 24 C.F.R. § 5.230. HUD may deny housing assistance if an adult household member fails to sign an authorization form. The forms incorporate the requirements of 42 U.S.C. § 3544(b) and provide applicants and/or participants with a Privacy Act notice. The Privacy Act notice states that HUD, through POAs, may use the information applicants and/or participants provide on their application for housing assistance in a computer match to verify information the applicants and/or participants provided.

### **B. SSA**

SSA will notify all benefit applicants that SSA will conduct matching programs. SSA's notice consists of appropriate language printed on its application forms for a Social Security card, Social Security benefits, and SSI payments. SSA issues, or makes available, separate handouts and periodic mailings with appropriate language

pertaining to computer matching, such as the mid-year mailer that requests earnings estimates from beneficiaries and the annual cost-of-living adjustment notice.

## **IX. Verification Procedure and Opportunity to Contest**

### **A. Verification Procedures**

HUD or POAs will take no adverse action regarding individuals identified through the matching process solely based on information that HUD obtains from this match. HUD or POAs will contact the participant or independently verify the matching results in accordance with the requirements of the Privacy Act, applicable Office of Management and Budget (OMB) guidelines, and/or HUD administrative guidance.

The affected individual will have an opportunity to contest the accuracy of the information provided by SSA, as described in Section IX.B below. HUD or POAs will consider the information SSA provided as accurate if the affected individual does not protest within 30 calendar days after he or she receives notice of the proposed adverse action. HUD or POAs will advise the individual that failure to respond within 30 calendar days will provide a valid basis for HUD or POAs to assume that the information SSA provided is correct.

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

Before taking any adverse action based on information received from the match, HUD or POAs will provide to all applicants and/or participants in writing, the following information:

1. Any adverse findings made on the basis of the verified information.
2. Notification that the applicants and/or participants may contest the findings.
3. Notification that adverse actions shall not commence until after 30 calendar days from the notification date of adverse findings.

## **X. Procedures for Retention and Timely Destruction of Identifiable Records**

HUD will retain the electronic files received from SSA only for the period of time required for any processing related to the matching program and then will destroy all such data by electronic purging, unless HUD is required to retain the information in order to meet evidentiary requirements. In case of such retention for evidentiary purposes, HUD will retire the retained data in accordance with the applicable Federal Records Retention Schedule (44 U.S.C. § 3303a). HUD will not create permanent files, or a separate system comprised solely of the data provided by SSA.

SSA will destroy the data that HUD provides within 30 to 90 days after SSA completes processing and sends data to HUD. SSA will also delete electronic data within the same 30

to 90 days. Any identifiable records created by SSA in the course of the matching operation will be destroyed or retired in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

## **XI. Records Usage, Duplication, and Re-disclosure Restrictions**

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

- A. SSA and HUD will use and access the data only for the purposes described in this agreement.
- B. HUD may re-disclose the SSN "no match" response error code to POAs and applicants and/or participants identified in the match for the purpose set forth in this agreement. HUD will ensure that POAs that receive SSA information obtained under this agreement comply with the security and privacy protections required by this agreement.
- C. SSA and HUD will not use the data to extract information concerning individuals therein for any purpose not specified by this agreement.
- D. SSA and HUD will not duplicate or disseminate the data, within or outside their respective agencies, without the written permission of the other agency, except as required by Federal law. SSA and HUD will not give such permission unless the law requires disclosure, or the disclosure is essential to the matching program. For such permission, the agency requesting permission must specify in writing what data they are requesting be duplicated or disseminated and to whom, and the reasons that justify such duplication or dissemination.

## **XII. Security Procedures**

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

FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information

systems on behalf of an agency. Both agencies are responsible for oversight and compliance of their contractors and agents.

#### A. Loss Reporting

If either SSA or HUD experiences an incident involving the loss or breach of PII provided by SSA or HUD under the terms of this agreement, they will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team and the agency's privacy office). In addition, the agency experiencing the incident (e.g., electronic or paper) will notify the other agency's Systems Security Contact named in this agreement. If HUD is unable to speak with the SSA Systems Security Contact within one hour, or if for some other reason notifying the SSA Systems Security Contact is not practicable (e.g., it is outside of the normal business hours), HUD will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with HUD's Systems Security Contact within one hour, SSA will contact the alternate HUD System Security Contact provided in section XVIII of this agreement. If SSA is unable to speak with either the HUD Systems Security Contact or the alternate contact within one hour, then SSA will contact HUD's National Help Desk at 1-888-297-8689.

#### B. Breach Notification

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

#### C. Administrative Safeguards

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

#### D. Physical Safeguards

SSA and HUD will store the data matched and any data created by the match in an area that is physically and technologically secure from access by unauthorized persons at all times (e.g., door locks, card keys, and biometric identifiers). Only authorized personnel will transport the data matched and any data created by the

match. SSA and HUD will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

#### E. Technical Safeguards

SSA and HUD will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies' systems. SSA and HUD will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

#### F. Application of Policies and Procedures

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

#### G. Security Assessments

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

### **XIII. Comptroller General Access**

The Government Accountability Office (Comptroller General) may have access to all HUD and SSA data it deems necessary, in order to monitor or verify compliance with this agreement.

### **XIV. Reimbursement**

SSA will collect funds from HUD up to the amount specified in the Form SSA-1235, Agreement Covering Reimbursable Services, and/or Fiscal Service (FS) forms FS Form-7600A and FS Form 7600B or the applicable fiscal year through the Intra-Governmental

Payment and Collection (IPAC) system on a quarterly basis, sufficient to reimburse SSA for the costs it has incurred for performing services through the date of billing. SSA will mail a copy of the IPAC billing and all original supporting documentation to HUD at Department of Housing and Urban Development, Office of the Chief Procurement Officer, 451 7th Street, SW, Room 5256, Washington, DC 20410-3100, no later than five (5) calendar days following completion of the IPAC transaction. At least quarterly, but no later than 30 days after an accountable event, SSA will provide HUD with a performance report (e.g., a billing statement) that details all work performed to date. Additionally, at least quarterly, SSA and HUD will reconcile balances related to revenue and expenses for work performed under the agreement.

This agreement does not authorize SSA to incur obligations through the performance of the services described herein. The performance of such services is authorized only by execution of Form SSA-1235 and/or FS Forms 7600A and 7600B authorizing the performance of such services. SSA may incur obligations by performing services under a reimbursable agreement only on a fiscal year basis. Accompanying this agreement is an executed Form SSA-1235 and/or FS Forms 7600A and 7600B that provide authorization for SSA to perform services under this agreement in FY 2021. Because this agreement spans multiple fiscal years, SSA will prepare a new Form SSA-1235 and/or FS Forms 7600A and 7600B at the beginning of each succeeding fiscal year that this agreement remains in effect. Both parties must sign such forms for the applicable fiscal year before commencing performance of services for that fiscal year. SSA's ability to perform work beyond FY 2021 is subject to availability of funds.

## **XV. Duration, Modification, and Termination**

### **A. Effective Date**

The effective date of this agreement is November 8, 2021, provided that SSA reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016), and SSA published notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(12).

### **B. Duration**

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

### **C. Renewal**

The Data Integrity Boards (DIB) of HUD and SSA may, within 3 months prior to the expiration of this agreement, renew this agreement for a period not to exceed 12 months if HUD and SSA certify to their DIBs that:

1. The matching program will be conducted without change.

2. HUD and SSA have conducted the matching program in compliance with the original agreement.
3. HUD and SSA have no reason to believe that the certification is inaccurate.

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

#### D. Modification

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

#### E. Termination

The parties may terminate this agreement at any time with the consent of both parties. Either party may unilaterally terminate the agreement upon written notice to the other party, in which case the termination will be effective 90 days after the date of the notice, or at a later date specified in the notice. If HUD terminates this agreement, SSA is authorized to collect costs incurred prior to the termination plus any termination costs.

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

1. Determines that HUD has used or disclosed the information in an unauthorized manner.
2. Determines that HUD has violated or failed to follow the terms of this agreement; or
3. Has reason to believe that HUD breached the terms for security of data. If SSA suspends the data flow in accordance with this subsection, SSA will suspend the data until SSA makes a final determination of a breach.

### **XVI. Disclaimer**

SSA is not liable for any damages or loss resulting from errors in information provided to HUD under this agreement. SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by HUD. All information furnished to HUD is subject to the limitations and qualifications, if any, transmitted with such information. If, because of any such error, loss, or destruction, SSA must re-perform the services, HUD will treat the additional cost as a part of the full costs incurred in compiling and furnishing such information and will pay for such additional costs.

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

## **XVII. Dispute Resolution**

Disputes related to this Agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 5, *Intragovernmental Transaction Guide*.

## **XVIII. Persons to Contact**

### **A. SSA Contacts**

#### Agreement Issues

Marcia O. Midgett, Government Information Specialist  
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#### Computer Systems Issues

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DDE/Verifications & Exchanges Analysis Branch (VEAB)  
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Security Issues

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Data Exchange Liaison

Fern Parson-Hill, HUD Data Exchange Liaison  
Office of Data Exchange and International Agreements  
Office of Data Exchange, Policy Publications, and International Negotiations  
Office of Retirement and Disability Policy  
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B. HUD Contacts

Matching Agreement and Systems Operations Issues

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Belinda P. Koros

Assisted Housing Director, Assisted Housing Oversight Division  
Office of Asset Management and Portfolio Oversight (OAMPO)  
Office of Housing, Multifamily Housing Division  
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**XIX. Integration Clause**

This agreement, and the accompanying Form SSA-1235 and/or FS Forms 7600A and 7600B, constitute the entire agreement of the parties with respect to its subject matter and supersede all other data exchange agreements between the parties that pertain to the disclosure of the specified HUD data made between HUD and SSA for the purposes described in this agreement. SSA and HUD have made no representations, warranties, or promises made

outside of this agreement. This agreement will take precedence over any other documents that may be in conflict with it.

**XX. Authorized Signatures**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this agreement.

**Electronic Signature Acknowledgement:** The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

**Social Security Administration**

*Melissa Feldhan for*  
Mary Ann Zimmerman

Date: **9/17/21**

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Mary Ann Zimmerman  
Deputy Executive Director  
Office of Privacy and Disclosure  
Office of the General Counsel

**Matthew Ramsey**

Digitally signed by Matthew Ramsey  
Date: 2021.10.22 10:05:23 -04'00'

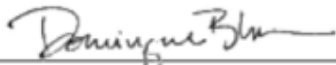
Date: \_\_\_\_\_

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Matthew D. Ramsey  
Chair, Data Integrity Board

**Electronic Signature Acknowledgement:** The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

**Department of Housing and Urban Development**

  
\_\_\_\_\_  
Dominique Blom  
General Deputy Assistant Secretary  
Office of Public and Indian Housing  
Department of Housing and Urban Development

Date: 9/21/2021

**lopa kolluri** Digitally signed by lopa kolluri  
Date: 2021.09.29 06:28:43 -04'00'

Lopa P. Kolluri  
Principal Deputy Assistant Secretary  
FHA Commissioner Office of Housing  
Department of Housing and Urban Development

Date: \_\_\_\_\_

**NANCY  
CORSIGLIA** Digitally signed by: NANCY CORSIGLIA  
DN: CN = NANCY CORSIGLIA C = US O =  
U.S. Government OU = Department of  
Housing and Urban Development,  
Government National Mortgage Association  
Date: 2021.10.01 11:55:56 -04'00'

Nancy Corsiglia  
Chairperson, Data Integrity Board  
Department of Housing and Urban Development

Date: \_\_\_\_\_

Attachment: Cost Benefit Analysis

## Appendix 1

### Safeguards for Wire-to-Wire Data Exchanges

#### I. Purpose and Definitions

##### A. Purpose

These safeguards provide enhancements to the security plan regarding the transmission of data through wire-to-wire exchanges between the Social Security Administration (SSA) and the Department of Housing and Urban Development (HUD) over the File Transfer Management System (FTMS). The safeguards protect against unauthorized use and re-disclosure of information disclosed by SSA to HUD through FTMS.

##### B. Definitions

"FTMS" means File Transfer Management System, the system SSA uses to disclose information from its files by wire-to-wire exchange. It is an alternative to the exchange of information via magnetic tape or cartridge.

"TOP SECRET" means SSA's system security that predetermines and controls HUD's use of SSA's file information.

"Wire-to-Wire Exchanges" means the electronic transmission method SSA uses to exchange information with HUD.

#### II. Procedures for Security

##### A. Safeguards

At a minimum, SSA will safeguard HUD's information, and HUD will safeguard SSA's information as follows:

##### 1. Access Authorization

Access to the match records, and to any records created by the match, is restricted. Records are accessible by only authorized employees, officials, and contractors to perform their official duties in connection with the uses of the information authorized in the agreement between SSA and HUD. SSA's formal authorized procedure authorizes access and determines the authorized person's further action.

## 2. Access Controls

HUD uses "TOP SECRET" and assigns access codes by appropriate SSA security personnel. Access to SSA systems by HUD must meet or be compatible with "TOP SECRET" technical requirements.

## 3. Security Administration

HUD will furnish appropriate access codes and systems passwords to authorized HUD personnel that limit access and functions to those that are appropriate and necessary. HUD will maintain the names, access codes, passwords, and a record of authorized functions for each individual, and will process changes in this information on a timely basis.

## 4. Records Storage

The records matched, and any records created by the match, will be stored in an area that is physically safe from access by unauthorized persons during duty hours, as well as nonduty hours, or when not in use.

## 5. Authorized Supervision and Control

Authorized personnel will keep the records matched, and any records created by the match, under their immediate supervision and control, in a manner that will protect the confidentiality of the records, and in such a way that unauthorized persons cannot retrieve any such records by means of computer, remote terminal, or other means.

## 6. Compliance with Confidentiality Safeguards

HUD will advise all personnel who will have access to the records matched, and to any records created by the match, of the confidential nature of the information. HUD will advise of the safeguards required for protecting the information, and of the civil and criminal sanctions for noncompliance contained in applicable Federal laws.

## B. Reviews and Audits

1. SSA may make onsite inspections or make other provisions to ensure that HUD is maintaining adequate safeguards.
2. SSA schedules reviews as frequently as necessary. SSA can conduct an unannounced review at any time.
3. Scheduled reviews will use a sample of HUD queries and the related matched records. Unscheduled reviews will be conducted if unexpected or



unexplained changes in access patterns occur (e.g., a marked increase in the volume of queries).

4. The HUD or SSA Office of the Inspector General or the Government Accountability Office may conduct reviews.
5. SSA will also audit selected transactions to ensure that there is a valid claim that requires SSA data.

The DIBs of both agencies participating in the agreement reserve the right to monitor all systems security requirements during the lifetime of this agreement.