

COMPUTER MATCHING AGREEMENT

BETWEEN

UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS)
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

AND

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

I. INTRODUCTION

The DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY (DHS/FEMA) and the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) have entered into this Computer Matching Agreement (CMA) (Agreement) pursuant to section (o) of the Privacy Act of 1974, (Privacy Act), 5 U.S.C. § 552a, as amended by the Computer Matching and Privacy Protection Act of 1988, and the Computer Matching and Privacy Protection Act Amendments of 1990; the Federal Information Security Management Act of 2002 and updates in the Federal Information Security Modernization Act of 2014, (FISMA), 44 U.S.C. § 3541; related National Institute of Standards and Technology (NIST) guidelines, which provide the requirements that the Federal Government must follow with regard to use, treatment, and safeguarding of data; as well as Office of Management and Budget Guidelines (OMB) pertaining to computer matching (e.g., 54 Fed. Reg. 25818; 56 Fed. Reg. 18599). For purposes of this Agreement, DHS/FEMA and HUD will serve as source and recipient agencies, as defined in 5 U.S.C. § 552a(a)(11) and 5 U.S.C. § 552a(a)(9).

II. PURPOSE AND LEGAL AUTHORITY

Purpose. This computer matching agreement, hereinafter referred to as “agreement” governs a matching program between the Department of Homeland Security/Federal Emergency Management Agency and the Department of Housing and Urban Development. The purpose of the matching program is to:

- 1) Establish or verify initial or continuing eligibility for DHS/FEMA disaster assistance programs;
- 2) Verify compliance with the statutory or regulatory program requirements; and
- 3) Recoup payments or delinquent debts under a herein identified program. Specifically, DHS/FEMA and HUD seek to ensure that individuals do not receive duplicate or erroneous disaster assistance for the same disaster or emergency and/or housing benefits from either agency.

Legal Authority. This agreement is executed in compliance with the Privacy Act of 1974 (5 U.S.C. 552a, as amended) and the statutes, regulations, notices and guidance promulgated thereunder.

- A. The Robert T. Stafford Disaster and Emergency Assistance Act (Pub. L. 93-288), as amended at 42 U.S.C. § 5121 et seq., requires each federal agency that administers any program that provides financial assistance as a result of a major disaster or emergency, to assure that no individual or entity receives duplicate financial assistance under any program or insurance, or any other source. Furthermore, the Act requires DHS/FEMA or HUD (whichever agency provided the duplicate assistance) to recover all amounts from the recipient of the financial assistance (42 U.S.C. § 5155)
- B. Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5174(i), as amended), DHS/FEMA is directed and authorized to “develop a system, including an electronic database”, to:
 - 1. Verify the identity and address of recipients of assistance to provide reasonable assurance that payments are made only to an individual or household that is eligible for such assistance;
 - 2. Minimize the risk of making duplicative payments or payments for fraudulent claims;
 - 3. Collect any duplicate payment on a claim, or reduce the amount of subsequent payments to offset the amount of any such duplicate payment;
 - 4. Provide instructions to recipients of assistance regarding the proper use of any such assistance, regardless of how such assistance is distributed; and
 - 5. Conduct an expedited and simplified review and appeal process for an individual or household whose application for assistance is denied
- C. DHS/FEMA is authorized to provide States (impacted by disasters), in which the individuals and households are located, with access to the electronic records of individuals and households receiving assistance in order for the States to make available any additional State and local assistance to the individuals and households (42 U.S.C. § 5174(f)(2).
- D. Pursuant to the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3325(d) and 31 U.S.C. § 7701(c)(1)), federal agencies are required to collect the taxpayer identification number of each person who receives payments from the federal government; and each person doing business with the federal government is required to furnish his or her taxpayer’s identification number.

1. For the purposes of 31 U.S.C. § 7701, a person is considered to be doing with business with the federal government if the person is
 - i. A lender or services in a federal guaranteed or insured loan program administered by a federal agency;
 - ii. An applicant for, or recipient of, a federal license permit, right-of-way, grant or benefit payment administered by a federal agency;
 - iii. A contractor of a federal agency;
 - iv. Assessed a fine, fee, royalty or penalty by a federal agency;
 - v. In a relationship with a federal agency that may give rise to a receivable due to that agency, such as a partner of a borrower in or a guarantor of a federal direct or insured loan administered by the federal agency.

Each federal agency must inform each person required to disclose his or her taxpayer identification number the agency's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the federal government.

- E. Fraud, waste, and abuse prevention efforts pursuant to the aforementioned statutory authorities are also applicable to pilot programs designed to provide alternative or additional federal disaster assistance programs (6 U.S.C. § 776-777).
- F. Pursuant to section 239 of Public Law 111- 8, Omnibus Appropriations Act, 2009 (123 Stat. 981, March 11, 2009), the Disaster Housing Assistance Programs administered by HUD are considered a HUD program under section 904 of the McKinney Act for the purpose of income verification and matching.
- G. HUD's *Routine Use Inventory* notice published in the Federal Register on December 31, 2015 (80 FR 81837) provides individuals with notice of HUD's intended use of information contained within the following system of records:
 1. Inventory Management Systems (IMS), also known as the Public and Indian Housing Information Center (PIC), HUD/PIH.01 (77 FR 22337, April 13, 2012)
 2. Enterprise Income Verification (EIV), HUD/PIH-5 (74 FR 45235, September 1, 2009)

3. Tenant Housing Assistance and Contract Verification Data, also known as the Tenant Rental Assistance Certification System (TRACS), HUD/H-11 (62 FR 11909, March 13, 1997)

Specifically, pursuant to routine use 6 (within HUD's *Routine Use Inventory* notice (80 FR 81837)), HUD may disclose records contained in the aforementioned systems of records for the purpose of preventing fraud, waste and abuse within any federal program. HUD may disclose records to federal agencies, non-federal entities, their employees, and agents (including contractors, their agents or employees; employees or contractors of the agents or designated agents); or contractors, their employees or agents with whom HUD has a contract, service agreement for the purpose of:

- 1) Detection, prevention, and recovery of improper payments;
- 2) Detection and prevention of fraud, waste, and abuse in major federal programs administered by a federal agency or non-federal entity;
- 3) Detection of fraud, waste, and abuse by individuals in their operations and programs, but only to the extent that the information shared is necessary and relevant to verify pre-award and prepayment requirements prior to the release of federal funds, prevent and recover improper payments for services rendered under programs of HUD or of those federal agencies and non-federal entities to which HUD provides information under this routine use.

H. HUD regulations (24 C.F.R. § 982.352(c) prohibits a family from receiving the benefit of tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:

1. Public or Indian housing assistance;
2. Other Section 8 assistance (including other tenant-based assistance);
3. Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);
4. Section 101 rent supplements;
5. Section 236 rental assistance payments;
6. Tenant-based assistance under the HOME program;

7. Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration);
 8. Any local or state rent subsidy;
 9. Section 202 supportive housing for the elderly;
 10. Section 811 supportive housing for persons with disabilities;
 11. Section 202 projects for non-elderly persons with disabilities (Section 162 assistance); or
 12. Any other duplicative federal, state, or local housing subsidy, as determined by HUD. For this purpose, “housing subsidy” does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.
- I. The following programs are covered under this computer matching agreement:
1. DHS/FEMA housing assistance provided through its Individuals and Households Program (IHP) as defined in Section III.
 2. HUD rental assistance programs identified at 24 C.F.R. § 5.233 and the Disaster Housing Assistance Program.
 3. Community Development Block Grant (CDBG) program as required by Title I of the Housing and Community Development Act of 1974, as amended by the Community Development Block Grant-Disaster Recovery (CDBG-DR) Appropriations Acts, and by the notices published in the Federal Register that govern these CDBG-DR Appropriations Acts, including the *Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees* at 76 Fed. Reg. 71060.

III. JUSTIFICATION AND EXPECTED RESULTS - COST BENEFIT ANALYSIS

As required by the Privacy Act’s subsection 552a(o)(1)(B), the justification for the program and the anticipated results is the following:

A. Justification

DHS/FEMA will not provide continued temporary housing assistance to individuals who are receiving duplication of housing benefits from HUD. DHS/FEMA can only accomplish this by conducting information computer-matching with HUD to compare applicable disaster applicant data to ensure that these individuals are not receiving duplicate DHS/FEMA housing assistance for a specific declared disaster from DHS/FEMA as well as rental housing assistance from HUD. In turn, HUD's state and local grantees will only provide CDBG-DR assistance to individuals or organizations for recovery or resiliency needs that are not duplicative, including resources from DHS/FEMA.

The government-wide initiative, promulgated by Executive Order 13411, "Improving Assistance for Disaster Victims," August 29, 2006, identifies reducing duplicative of processes, which include processing benefits received by individuals, businesses, or other entities for the same disaster, as a priority to be addressed by Federal agencies in providing Federal disaster assistance. That initiative and this matching program are consistent with OMB guidance on interpreting the provisions of the Computer Matching and Privacy Protection Act of 1988, 54 Fed. Reg. 25818; OMB's proposed guidelines on the Computer Matching and Privacy Protection Amendments of 1990, 56 Fed. Reg. 18599; and OMB Circular A-130, Appendix I, "Federal Agency Responsibilities for Maintaining Records about Individuals," instructions on Federal agency responsibilities for maintaining records about individuals.

B. Expected Results - Cost-Benefit Analysis

Based on historical data, HUD and DHS/FEMA anticipate that computer matching will help eliminate duplication of benefits. For example, DHS/FEMA received 2,160,284 registrations in response to hurricanes Katrina and Rita of which 5,140 were deemed ineligible because of duplicate rental housing assistance. An estimated 27 percent of the more than 160,000 recipients for HUD's state and local CDBG grantee homeowner repair programs had received IHP assistance from DHS/FEMA. The CDBG funds have the risk of being a duplication of benefits since the homeowner received IHP assistance. Since no CMA was in place and there was no duplication of benefits check in place, the staff implementing the recovery benefits could not allocate the funds in a timely manner as there was a delay in checking for duplication of benefits. Due to the delay caused by the cumbersome and confusing manual method of checking for duplication of benefits, half of those homeowners who experienced damage from Hurricane Katrina did not complete rebuilding until 18 months or more after the event. With a CMA and duplication of benefits check in place, homeowners will be able to rebuild faster as the funds can get allocated quickly, accurately, and efficiently by eliminating the manual duplication of benefits checks.

During hurricanes Gustav and Ike, DHS/FEMA forwarded 51,774 survivor registrations to HUD that showed a need for housing assistance, out of which 1,394 were deemed ineligible by HUD because of duplicate rental housing assistance. The data illustrates that the number of possible duplicates, while typically a low percentage of total survivor

registrations, could rise or fall based on a change in the volume of housing assistance referrals. Historically, data suggests that on average, 400,000 individuals will apply for IHP assistance annually. However, it is difficult to quantify this number with significant confidence as the number of survivor registrations is directly relevant to the disaster.

In June 2009, the DHS's Office of Inspector General (OIG) issued a report titled "Management Advisory Report: *Computer Data Match of FEMA and HUD Housing Assistance Provided to Victims of Hurricanes Katrina and Rita*" (OIG-09-84). DHS-OIG concluded that there was a significant potential for waste of millions of tax payer dollars during and after the rebuilding/recovery efforts of Hurricane Katrina and Rita due to duplication of benefits. DHS-OIG estimated that the average rental assistance payment amount was approximately \$800 (eight-hundred) per month and that a total of 3,743 (three-thousand, seven-hundred, forty-three) payments were made during that time, which resulted in the issuance of nearly \$3,000,000 (three-million) per month in improper payments, when you multiply the approximate \$800 per month rental assistance by the estimated number of improper payments (3,743) ($\$800 \times 3,743 = 2,999,400$). It was further determined that the housing duplication of benefits was due to (1) the lack of accurate data about the survivors' addresses, (2) DHS/FEMA and HUD paying the landlord at the same time for the same rental unit, or (3) DHS/FEMA and HUD paying the landlord at the same time to live at a different rental unit.

The overall number of applicants is relative and fluctuates based on the size and impact area of the disaster, which creates difficulties in estimating the number of potential applicants. However, based on the aforementioned OIG report and DHS/FEMA-HUD coordination, the expected results of this matching agreement will be to: (1) reduce duplication of benefits for disaster survivors; (2) reduce confusion on available benefits among survivors and implementing agencies; and (3) increase the speed of providing benefits to survivors.

III. RECORDS DESCRIPTION

As required by the Privacy Act's subsection 552a(o)(1)(C), the following is a description of the records that will be matched:

A. Systems of Records and Estimated Number of Records Involved

System of Records

DHS/FEMA

The DHS/FEMA records shared as part of this CMA resides in DHS/FEMA's Disaster Recovery Assistance Files system of records, as provided by the DHS/FEMA – 008 SORN, 78 Fed. Reg. 25,282; through IA System.

HUD

The HUD records used in the information comparison are retrieved from the Tenant Rental Assistance Certification System (TRACS) covered under HUD's Tenant Housing Assistance and Contract Verification Data System (HUD/H-11), published on March 13, 1997 (62 FR 11909); and the Inventory Management System (IMS), also known as the Public and Indian Housing (PIH) Information Center (PIC) (HUD/PIH.01), published on April 13, 2012 (77 FR 22337). The results of the information comparison are maintained within, the HUD system of records, Enterprise Income Verification System (EIV), No. HUD/PIH-5, last published in the *Federal Register* at 71 FR 45066 on August 8, 2006, and updated on September 1, 2009, at 74 FR 45235. "Routine use" (6) of HUD's *Routine Use Inventory* notice published in the Federal Register on December 31, 2015 (80 FR 81837) provides individuals with notice that HUD may disclose records contained in the aforementioned systems of records to federal agencies, non-federal entities, their employees, and agents (including contractors, their agents or employees; employees or contractors of the agents or designated agents); or contractors, their employees or agents with whom HUD has a contract, service agreement for the purpose of preventing fraud, waste and abuse within any federal program.

Records Estimate

The estimated number of records is relative and fluctuates based on the size and impact area of the disaster and will depend on the number of individuals that are affected. The damage type and cost will be determined after the disaster, and cannot easily be estimated.

B. Description of the Match

The complete list of data elements are listed in the Interface Control Document (attached as Appendix A). A disaster survivor completes a FEMA assistance registration after a disaster. The IA System stores data provided by the disaster victim on a FEMA 90-69 online form. FEMA processes the registration. During the FEMA processing period, the registration status will change status to 'VR' (Valid Registration) in the IA System. This means that the registration has been processed through the data completeness and identity verification. The FEMA registration data as per Appendix A Section 2.2.2 is sent to HUD for initial verification via a secure web service. HUD will match the IA/IHP data elements to its CPD, EIV, IMS/PIC, and TRACS databases. There are two scenarios for the HUD match process. The scenarios are:

1. Positive HUD match – HUD finds a match in their respective system for the DHS/FEMA data provided

- i. If a record submitted by DHS/FEMA to HUD results in a match by HUD, DHS/FEMA becomes a recipient of HUD Housing Assistance information as listed in Appendix A Section 2.2.3.2.
 - ii. DHS/FEMA will use the information it receives from HUD to independently evaluate and determine its applicants' eligibility for its housing programs under 42 U.S.C. § 5174(c)(1), according to Section VII of this Agreement.
 - iii. DHS/FEMA will compare the HUD data with the FEMA registration data using the survivor's Social Security Number and unique registration ID. The comparison process will be an automated process in IA System. The IA program will also be able to manually verify the comparison results using database queries. The registration ID is required to ensure the FEMA and HUD data can be aggregated in IA Systems as it is a unique primary key for the separate data sets.
 - iv. Once DHS/FEMA confirms that match, the complete data set for the potential duplication of housing benefits is sent to FEMA's Program Review process for manual evaluation of any duplication of benefits. If FEMA review staff determines that there is a duplication of benefits, the duplicated amount is deducted from the eligible award. FEMA applicants receive a letter that indicates the amount of their eligible award and their ability to appeal.
2. No HUD match - HUD does not find a match in their respective system for the DHS/FEMA data provided
- i. If the initial verification record submitted by DHS/FEMA to HUD does not result in a match by HUD, DHS/FEMA becomes the source agency and sends additional FEMA Head of Household IA/IHP data to HUD as listed in the Appendix A Section 2.2.3.1. to assist HUD in the future if those same applicants apply for HUD benefits. This additional information will aid HUD in making an appropriate determination as to whether the applicant qualifies for assistance under the various HUD programs if they have or have not received benefits from FEMA, since HUD does not have access to FEMA systems, and thus eliminate the need for future data requests of the same data. The additional data is not part of the initial verification process data set as listed in Appendix A Section 2.2.2.
 - ii. The FEMA-HUD data exchange process is complete and the transmission is terminated.
 - iii. As part of the Duplication of Housing Benefits effort, HUD may share FEMA data listed in Section 2.2.2. and 2.2.3.1 in Appendix A via a secure web-service with state and local CDBG grantees with whom HUD has an existing ISAA as per the Privacy Statement 9420.1 Appendix B/C. CDBG grantees can be municipalities as well as individuals that receive federal money to assist low to mid-level income families with a variety of assistance. In order to avoid duplication of benefits between HUD/FEMA and the individual CDBG grantee, the information may need to be shared from HUD to state and local municipalities.
 - iv. If the state and local grantees require targeted data from FEMA which is not part of routine use or part of the Duplication of Housing Benefits effort, FEMA and the

respective entity will need to engage in ISAA documentation. Once the ISAA is approved, the data sharing mechanism will determine if a CMA is needed between FEMA and the respective entity, i.e. automated system vs. manual data delivery.

C. Projected Starting and Completion Dates

This Agreement will take effect forty (40) days from the date copies of this signed Agreement are sent to both Houses of Congress and OMB, or thirty (30) days from the date the Computer Matching Notice is published in the Federal Register for public comment, at which time comments will be addressed. Additionally, depending on whether comments are received, it could yield a contrary determination (Commencement Date). DHS/FEMA is the agency that will:

1. Transmit this Agreement to Congress;
2. Notify OMB;
3. Publish the Computer Matching Notice in the Federal Register; and
4. Address public comments that may result from publication in the Federal Register.

Matches under this program will be conducted for every Presidential disaster declaration where IA/IHP assistance has been granted. Aforementioned matching process described shall commence as needed but no earlier than seven (7) calendar days following a disaster declaration, and shall last until DHS/FEMA IA/IHP disaster assistance closes out.

V. RECORDS USAGE, DUPLICATION AND REDISCLOSURE RESTRICTIONS

As required by the Privacy Act's subsection 552a(o)(1)(H), HUD and DHS/FEMA agree to the following restrictions on use, duplication, and disclosure of information furnished by the other agency:

- A.** Absent additional statutory authorization, the records obtained for the administration of this matching program, and under the terms of this Agreement, will be used for the express purpose of matching stated under this Agreement and for no other purpose. DHS/FEMA and HUD will not extract information concerning individuals who are neither applicants for, nor recipients of, temporary housing assistance for any purposes. DHS/FEMA and HUD will not use the data derivatively, or disclose the data internally or externally, without the written consent of all Parties to this Agreement. Information concerning "non-matching" individuals will not be used or disclosed by either the agency for any purpose outside of this agreement and shall be destroyed or returned to the respective agencies, as required by the Privacy Act's subsection 552a(o)(1)(I).
- B.** Records obtained for this matching program or created by the match will not be disclosed outside the agency except as may be essential to conduct the matching program, or as may be permissible or required by law. Each agency will obtain the permission of the other agency before making such disclosure (*see* routine uses in the DRA SORN and HUD's

Enterprise Income Verification (EIV) system of records, HUD/PIH-5, 74 Fed. Reg. 45,235 (September 1, 2009) and the Tenant Housing Assistance and Contract Verification Data system of records, HUD/H-11, 62 Fed. Reg. 11909 (March 13, 1997). State and local CDBG grantees will be bound by the terms of the respective ISAA's with HUD and the FEMA-HUD CMA.

- C. Data or information exchanged will not be duplicated unless essential to the conduct of the matching program (e.g., should the original file become damaged or for back-up contingency purposes). All stipulations in this Agreement will apply to any duplication.
- D. If required to disclose these records to a state or local agency or to a government contractor in order to accomplish the matching program's purpose, each agency will obtain the written agreement of that contractor to abide by the terms of this Agreement.
- E. DHS/FEMA and HUD will not duplicate or create a separate file consisting of information regarding those individuals involved in the specific matching programs except as necessary to monitor the results of the matching program.
- F. Each agency will keep an accounting of disclosure from an individual's record as required by 5 U.S.C. § 552a(c) and will make the accounting available upon request by the individual or other agency.
- G. DHS/FEMA and HUD employees, contractors, and agents who access, use, or disclose DHS/FEMA and/or HUD data in a manner or purpose not authorized by this Agreement may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

VI. NOTICE PROCEDURES

The Privacy Act's subsection 552a(o)(1)(D) requires Computer Matching Agreements to specify procedures for notifying applicants/recipients at time of registration and other periodic notice as directed by the Data Integrity Board of such agency (subject to guidance provided by the Director of OMB pursuant to subsection v) to applicants for and recipients of financial assistance or payments under Federal benefit programs.

As noted under Section IV.A. of this Computer Matching Agreement, DHS/FEMA and HUD have both published system of records notices informing applicants/recipients that their information may be subject to verification through matching programs per 5 U.S.C. § 552a(o)(1)(D). As further required by the Privacy Act, DHS/FEMA and HUD shall make a copy of this Computer Matching Agreement available to the public upon request and it shall be published in the Federal Register.

A. DHS/FEMA recipients

DHS/FEMA Form 009-0-1 "Paper Application/Disaster Assistance Registration," DHS/FEMA Form 009-0-3, "Declaration and Release" (both contained in OMB ICR No.

1660-0002), and various other forms used for financial assistance benefits immediately following a declared disaster, use a Privacy Act statement (5 U.S.C. § 552a(e)(3)) to provide notice to applicants regarding the use of their information. The Privacy Act statement is read to applicants from DHS/FEMA call center employees and is displayed and agreed to by applicants applying over the internet. Also, DHS/FEMA Form 009-0-3 requires the applicant's signature in order to receive financial assistance.

Additionally, DHS/FEMA provides notice via its Disaster Assistance Improvement Program Privacy Impact Assessment (PIA), IA SYSTEMS PIA, and the DRA SORN, which includes a routine use that permits DHS/FEMA to inform individuals that a computer match may be performed to determine a loan applicant's credit status with the Federal Government.

All individuals subject to data matching under this agreement shall first be provided written notice (identifying relevant law requiring the data match, identifying the agencies involved in the data match and the existence of this agreement, the processes for contesting data mismatches before adverse actions, and anti-discrimination protections).

VII. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST

A. General

The Privacy Act's subsection 552a(o)(1)(E) requires that each agreement specify procedures for verifying information produced in the matching program as required by 5 U.S.C. § 552a(p). This subsection requires agencies to independently verify the information produced by a matching program and to provide the individual an opportunity to contest the agency's findings before an adverse action is taken against the individual as a result of the information. Subsequent amendments and regulations allow for an agency to authorize a waiver of independent verification procedures when it finds a high degree of confidence in the accuracy of the data. (*See* OMB "Final Guidance Interpreting the Provisions of P.L.100-503, the Computer Matching and Privacy Protection Act", Sec. 6.g. Providing Due Process to Matching Subjects, 54 Fed. Reg. 25818).

B. DHS/FEMA Verification Procedures:

1. DHS/FEMA will be responsible for ensuring that DHS/FEMA data is current and accurate at the time it is provided to HUD.
2. HUD will be responsible for ensuring that HUD data is current and accurate at the time it is provided to DHS/FEMA.
3. Authorized users may not deny, terminate, or make a final decision of any temporary housing assistance to an individual or take other adverse action against such individual as the result of the information produced by this matching program

until an officer or employee of such agency has independently verified such information. An “Authorized user” is any person that has access to NEMIS and able to view the data associated with duplication of benefits.

4. Independent verification means, at a minimum, that the agency: (1) compare automated data with manual files to verify applicant identification, (2) analyze the confirmed information, (3) determines the period or periods when the individual actually received housing assistance preventing receipt of the secondary assistance, and (4) contact the housing provider, DHS/FEMA or HUD as applicable, for additional information before denying assistance based on judgment data received from this matching program. Specifically, DHS/FEMA may ask the housing provider: (a) what form of HUD assistance it provided to the applicant, and (b) whether the housing provider is currently providing HUD assistance to the applicant either directly or indirectly and vice versa, if the provider is currently providing FEMA assistance to the survivor either directly or indirectly
5. As such, denial of benefits will not be predicated on the result of an initial match between systems. Denial of benefits will be made upon a secondary validation made by a federal employee or designated contractor validating the benefit information in the DHS/FEMA or HUD systems, as applicable.
6. Individuals and users with questions regarding their data shall be referred to the federal agency that served as the source of the data in the course of the matching. Accordingly, matches based on data initially provided by HUD shall be handled by HUD’s REAC Office within the Office of Public and Indian Housing. Matches based on data initially provided by DHS/FEMA shall be handled by Individual Assistance.

C. Notice and Opportunity to Contest

As required by the Privacy Act’s subsection 552a(p), DHS/FEMA and HUD will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or recipient of temporary housing assistance based on data disclosed from DHS/FEMA records until the individual is notified in writing of the potential adverse action, and provided an opportunity to contest the planned action. “Adverse action” means any action resulting in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit. The recipient will follow the current DHS/FEMA process for response as detailed in the written notice or letter.

HUD authorized users agree to provide such notices in writing, and that such notice will:

1. Inform the individual of the match findings and the opportunity to contest these findings;

2. Give the individual an opportunity to submit, within 30 days, to DHS/FEMA and/or HUD, documentation to contest the findings and proposed actions prior to making a final determination. The time period begins on the date on which notice is mailed or provided via electronic correspondence if the recipient has opted-in; and
3. Clearly state that, unless the individual responds to the notice in the required time period as defined in the written notice, DHS/FEMA and/or HUD will conclude that the matched data is correct and will effectuate the adverse action.

To enable rapid response and resolution, authorized DHS/FEMA and HUD database users will be provided DHS/FEMA and HUD telephone numbers to call in the event of a dispute. DHS/FEMA and/or HUD will respond to these calls as soon as reasonably possible, and when requested, in writing.

VIII. DISPOSITION AND RECORDS RETENTION OF MATCHED ITEMS

As required by the Privacy Act's subsection 552a(o)(1)(F):

- A. DHS/FEMA will retain data it receives from HUD under this Agreement only for the processing times required for the applicable federally funded benefit programs to verify data, and will then destroy all such data.
- B. HUD and CDBG-DR grantees will retain data it receives from DHS/FEMA under this Agreement only for the processing times required for the applicable federally funded benefit programs to verify data, and will then destroy all such data.
- C. An exception will apply if the information is required for evidentiary reasons, in which case, the information will be destroyed upon completion of the criminal, civil, or administrative actions and cases.
- D. Any paper-based documentation used to determine whether a record was matched in the other agency's system and any documentation that was prepared for, provided to, or used to determine final benefit status will be destroyed by shredding, burning or electronic erasure of the subject information according to proper records retention schedule. Other identifiable records that may be created by each agency during the course of the investigation will be destroyed as soon as they have served the matching program's purpose pursuant to records retention requirements established in conjunction with the National Archives and Records Administration (NARA). Destruction will be by shredding, burning or electronic erasure. For electronic matches, electronic records will be housed in DHS/FEMA's IA-Systems, and HUD's CPD, EIV, IMS/PIC, and TRACS databases, retained with and according to the appropriate disaster recovery assistance records determined by the NARA. For HUD, a copy of the initial match with the HUD EIV system

will be maintained in the Disaster Information System (DIS) for historical records, and archived according to the established methods with the NARA.

- E. DHS/FEMA and HUD will retire their matched data in accordance with the Federal Records Retention Schedule, 44 U.S.C. § 3303a.

IX. RECORDS ACCURACY ASSESSMENTS

Information on assessments that have been made on the accuracy of the records are required by the Privacy Act's subsection 552a(o)(1)(J). DHS/FEMA and HUD attest that the quality of the specific records to be used in this matching program is assessed to be at least 99 percent accurate. In order to apply for assistance online via the DAC portal an applicant's name, address, Social Security Number, and date of birth are sent to a commercial database provider to perform identity verification. However, in the rare instances that the applicant's identity is not verified online or the applicant chooses, the applicants must call one of the DHS/FEMA call centers to complete the registrations. The identity verification process is performed again.

X. SECURITY PROCEDURES

As required by the Privacy Act's subsection 552a(o)(1)(G), HUD and DHS/FEMA agree to the following information security procedures:

A. Administrative Safeguards

DHS/FEMA and HUD will comply with the existing and future requirements set forth by the Privacy Act, 44 U.S.C. §§ 3541-3549, related OMB circulars and memoranda such as Circular A-130, Management of Federal Information Resources (Nov. 28, 2000), and Memorandum M-06-16, Protection of Sensitive Agency Information (June 23, 2006); NIST directives; and the Federal Acquisition Regulations (FAR), 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 used in federal agency business processes, as well as related reporting requirements. Specifically, 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.

Accordingly, DHS/FEMA and HUD will restrict access to the data matched and to any data created by the match to only those authorized employees and officials who need it to perform their official duties in connection with the uses of the data authorized in this Agreement. Further, DHS/FEMA and HUD will advise all personnel and CDBG-DR grantees that 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. DHS/FEMA

and HUD will also notify such authorized users of the civil and criminal sanctions for noncompliance contained in the applicable federal laws.

B. Technical Safeguards

1. DHS/FEMA 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. The DHS/FEMA personnel will be trained on the new data and process as per their continued and regular training sessions. HUD will also ensure only authorized CDBG-DR grantees have access to the data and will protect the confidentiality of the data. HUD will provide training to the CDBG-DR grantees on the usage of the system and the data.
2. Systems personnel will be required to enter personal identification numbers when accessing data on the agencies' systems. DHS/FEMA and HUD will strictly limit authorization to these electronic data areas necessary for the authorized user to perform their official duties. All data in transit will be encrypted using algorithms that meet the requirements of FIPS 140-2.
3. Authorized system users will be identified by User ID and password, and individually tracked to safeguard against the unauthorized access and use of the system.
4. DHS/FEMA will transmit application data to HUD via a web services-based Simple Object Access Protocol, Extensible Markup Language/ Hypertext Transfer Protocol Secure request. The data identified in section IV.B.1 will be used to create records inside EIV. For each record, a response will be sent back to DHS/FEMA to indicate success or failure of transmission. The IV.B.2 data will be used to create records inside a state or local CDBG grantee CDBG-DR database. For each record, a response will be sent back to DHS/FEMA indicating success or failure of transmission.

C. Physical Safeguards

HUD and DHS/FEMA agree to maintain all automated matching records in a secured computer environment that includes the use of authorized access codes (passwords) to restrict access. Those records will be maintained under conditions that restrict access to persons who need them in connection with official duties related to the matching process. It is the responsibility of the user's supervisor to ensure that DHS/FEMA or HUD, as applicable, are notified when a user has departed or duties have changed such that the user no longer needs access to the system, to ensure timely deletion of the user's account and password.

D. On-Site Inspections

HUD and DHS/FEMA may make on-site inspections of each other's recordkeeping and security practices, or make provisions beyond those in this Agreement to ensure adequate safeguarding of records exchanged.

XI. Monitoring and Compliance

DHS/FEMA and HUD agree that each agency may monitor compliance with the terms of this Agreement, including the non-discrimination provision. Both agencies have the right to monitor and review (1) transactions conducted pursuant to this Agreement, (2) the use of information obtained pursuant to this Agreement, and (3) policies, practices, and procedures related to this Agreement. Both agencies have the right to make onsite inspections to audit compliance with this Agreement for the duration or any extension of this Agreement. DHS/FEMA and HUD will cooperate to ensure the success of each agency's monitoring and compliance activities.

XII. Non-Discrimination

Any action required or permitted under this Agreement shall be conducted in a manner that does not discriminate against an individual based upon his or her national origin, race, color, sex, religion, or disability in accordance with Section 705 of the Homeland Security Act of 2002; Section 504 of the Rehabilitation Act of 1973, and agency implementing regulations at 6 C.F.R Part 15; [insert relevant HUD statutes and regulations].

In fulfilling their obligations under Executive Order 13166 ("Improving Access to Services for Persons with Limited English Proficiency" (Aug. 11, 2000)), DHS/FEMA and HUD will take reasonable steps to provide limited English proficient (LEP) persons with meaningful access to federally conducted programs and activities, including services and benefits. Meaningful access includes providing timely language assistance services to ensure effective communication with LEP persons and providing language services that are sufficient to provide the same level of access to services received by persons who are not LEP. Language assistance services may be oral and written, and must be provided at no charge to the individual. Vital documents, including notices relating to consent, verification of status and contesting verification failures should be translated.

In accordance with Section 504 of the Rehabilitation Act of 1973 and related agency implementing regulations, DHS/FEMA and HUD will provide accommodations to individuals with disabilities to ensure effective communication, including providing qualified sign language interpreters, providing accessible electronic and information technology, and producing notices and publications in alternate formats, at no charge to the individual. Persons with disabilities that may require accommodation and provision of alternative communication methods to ensure effective communication include

persons who are deaf or hard of hearing, persons with vision impairments, and persons with psychiatric and/or developmental disabilities.

XI. INCIDENT REPORTING AND NOTIFICATION RESPONSIBILITIES

- A.** DHS/FEMA and HUD agree to report and track incidents in accordance with the most current, final version of NIST Special Publication 800-53. Upon detection of an incident related to this interconnection, the agency experiencing the incident will promptly notify the other agency's System Security Contact(s) below:
- DHS/FEMA will promptly notify the following contact at HUD simultaneously: REAC Office within the Office of Public and Indian Housing.
 - HUD will promptly notify the following contact at DHS/FEMA simultaneously: Information System Security Officer (ISSO), Recovery Technology Programs Division (RTPD), Disaster Assistance Improvement Program (DAIP).
- B.** If the federal agency experiencing the incident is unable to speak with the other federal agency's System Security Contacts within one (1) hour, or if contacting the System Security Contact is not practical (e.g., outside of normal business hours), then the following contact information shall be used:
- FEMA Security Operations Center (SOC): (540) 542-4762 OR FEMA Helpdesk: 1-888-457-3362
 - HUD Help Desk: (202) 708-3700
- C.** If either DHS/FEMA and HUD experience a loss of personally identifiable information (PII) provided under the terms of this Agreement, the federal agency that experienced the loss incident will also comply with the PII breach reporting and security requirements set forth by OMB M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security into IT Investment" (July 12, 2006), and OMB M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information" (May 22, 2007).
- D.** Neither HUD nor FEMA shall not be liable to the State or to any third person for any cause of action arising from the possession, control, or use by State of survivor/registrant PII, or for any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use of survivor/registrant PII.

Nothing in this section shall be construed as a waiver of sovereign immunity against suits by third persons against State.

- E.** DHS/FEMA and HUD agree to notify all the Security Contact(s) named in this Agreement as soon as possible, but no later than one (1) hour, after the discovery of a breach (or suspected breach) involving PII. The agency that experienced the incident will also be responsible for following its internal established procedures, including:
- Notifying the proper organizations (e.g., United States Computer Emergency Readiness Team (US-CERT), the ISSOs, and other contacts listed in this document);
 - Conducting a breach and risk analysis, and making a determination of the need for notice and/or remediation to individuals affected by the loss;
 - Providing such notice and credit monitoring at no cost to the other agency, if the analysis conducted by the agency having experienced the loss incident indicates that individual notice and credit monitoring are appropriate.
- F.** In the event of any incident arising from or in connection with this Agreement, each Agency will be responsible only for costs and/or litigation arising from a breach of the Agency's own systems; FEMA is responsible only for costs and litigation associated with breaches to FEMA systems and HUD is responsible only for breaches associated with HUD systems. Notwithstanding whether the privacy incident is the result of a negligent or intentional act or omission, each Agency agrees to pay for any and all costs associated with a breach of its facilities, including costs and attorneys' fees, and to reimburse the United States, HUD, or FEMA and any of their officers and employees in full for any adverse judgments against them.

FEMA shall not be liable to HUD or to any third person for any cause of action arising from the possession, control, or use by HUD of survivor/registrant PII, or for any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use of survivor/registrant PII.

HUD shall not be liable to FEMA or to any third person for any cause of action arising from the possession, control, or use by FEMA of applicant PII, or for any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use of survivor/registrant PII.

Nothing in this section shall be construed as a waiver of sovereign immunity against suits by third persons.

XII. COMPTROLLER GENERAL ACCESS

The parties authorize the Comptroller General of the United States (the Government Accountability Office), upon request, to have access to all HUD and DHS/FEMA records necessary to monitor or verify compliance with this matching agreement, in accordance

with 5 U.S.C. § 552a(o)(1)(K). This matching agreement also authorizes the Comptroller General to inspect any records used in the matching process that are covered by this matching agreement pursuant to 31 U.S.C. § 717 and 5 U.S.C. § 552a(b)(10).

XIII. INSPECTOR GENERAL ACCESS

By agreeing to this matching Agreement, DHS/FEMA and HUD authorizes its respective Offices of Inspector General to use results from data match conducted under this matching program, for investigation, audit, or evaluation matters pursuant to the Inspector General Act of 1978.

XIV. DURATION OF AGREEMENT

A. Effective Date of the Agreement

This Agreement shall become effective, and matching may commence, under this Agreement on the later of the following dates:

- Thirty (30) days after notice of the matching program described in this CMA has been published in the Federal Register, or
- Forty (40) days after a report concerning this CMA is transmitted simultaneously to the Committee on Homeland Security and Governmental Affairs of the Senate, the Committee on Oversight and Government Reform of the U.S. House of Representatives according to 5 U.S.C. § 552a (o) (2) (A) (i), and to OMB, unless OMB waives 10 days of this 40-day period for compelling reasons, in which case 30 days after transmission of the report to OMB and Congress.

The Parties to this Agreement may assume OMB and Congressional concurrence if no comments are received within forty (40) days of the date of the transmittal letter of the Report of the Matching Program. The parties may assume public concurrence if no comment is received within thirty (30) days of the date of the publication of the Notice of Matching Program. This Agreement shall remain in effect for a period not to exceed eighteen (18) months.

B. Renewal of the Agreement

This Agreement may be extended for one twelve (12) month period upon mutual agreement by both Parties, if the renewal occurs within three (3) months of the expiration date of this Agreement. Renewals are subject to the requirements of the Privacy Act, including certification by the Parties to the responsible DIB (as described in Section XV of this Agreement) that:

- The matching program will be conducted without change, and
- The matching program has been conducted in compliance with the original Agreement pursuant to 5 U.S.C. §552a (o)(2)(D).

C. Termination of the Agreement

This Agreement shall terminate when the purpose of the computer match has been accomplished, or after eighteen (18) months from the effective date of the Agreement without notice from either party (whichever comes first). This Agreement may also be terminated, nullified, or voided by either DHS/FEMA or HUD, if:

- Either Party violates the terms of this Agreement; or
- HUD or its authorized users misuse or improperly handle the data provided by DHS/FEMA; or
- The Parties mutually agree to terminate this Agreement prior to its expiration after 18 months; or
- Either Party provides the other with 30 days written notice.

XV. DATA INTEGRITY BOARD REVIEW/APPROVAL

HUD and DHS/FEMA's Data Integrity Boards (DIBs) will review and approve this Agreement prior to the implementation of this matching program. Disapproval by either DIB may be appealed in accordance with the provisions of the Computer Matching and Privacy Protection Act of 1988, as amended. Further, the DIBs will perform an annual review of this matching program. HUD and DHS/FEMA agree to notify the Chairs of each Data Integrity Board of any changes to or termination of this Agreement.

This Agreement may be modified only by mutual consent of both Parties and approval of the respective DIBs. Any modifications must be in writing and satisfy the requirements of the Privacy Act and the requirements set forth in OMB Guidelines on the Conduct of Matching Programs, 54 Fed. Reg. 25818.

XVI. POINTS OF CONTACT

HUD

U.S. Department Housing and Urban
Development
Todd Richardson,
Associate DAS for Policy Development,
Office of Policy Development and Research,
U.S. Department of Housing and Urban
Development
451 Seventh Street, SW., Room 8106
Washington, DC 20410
Tel.: 202-402-5706
Email: todd.m.richardson@hud.gov

DHS/FEMA

Department of Homeland Security
Federal Emergency Management Agency
Privacy Office
Tammi Hines, Privacy Director (Acting)
500 C Street SW,
Washington, DC 20479
Tel: (202) 212-5100
Email: Tammi.Hines@fema.dhs.gov

XVII.

APPROVALS AND SIGNATURES

FEDERAL EMERGENCY MANAGEMENT AGENCY

The signatories below warrant and represent that they have the competent authority to approve the model of this CMPPA Agreement, and enter into the obligations set forth in this Agreement, on behalf of DHS/FEMA.

Elizabeth Zimmerman
Associate Administrator, Response and Recovery
Federal Emergency Management Agency

Date

DHS/FEMA’s Data Integrity Board has reviewed this Computer Matching Agreement and has found it in compliance with the provisions of the Privacy Act, as amended by the Computer Matching Privacy and Protection Act of 1988 and the Computer and Matching and Privacy Protections Amendments of 1990:

Jonathan R. Cantor
Acting Chief Privacy Officer
Data Integrity Board Chair
U.S. Department of Homeland Security

Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

The signatories below warrant and represent that they have the competent authority to approve the model of this CMPPA Agreement, and enter into the obligations set forth in this Agreement, on behalf of HUD.

Todd Richardson
Associate DAS for Policy Development,
Office of Policy Development and Research,
U.S. Department of Housing and Urban Development

Date

HUD's Data Integrity Board has reviewed this Computer Matching Agreement and has found it in compliance with the provisions of the Privacy Act, as amended by the Computer Matching Privacy and Protection Act of 1988 and the Computer and Matching and Privacy Protections Amendments of 1990:

Helen Goff Foster
Data Integrity Board Chair
U.S. Department of Housing and Urban Development

Date