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 subsection (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; as well as Office of Management and Budget Guidelines (OMB) pertaining to computer matching (e.g., 54 Fed. Reg. 25,818 (June 19, 1989); 56 Fed. Reg. 18,599 (April 23, 1991)). For purposes of this Agreement, DHS/FEMA and HUD will serve as both source and recipient agencies, as defined in 5 U.S.C. § 552a(a)(9) and (11).

II. PURPOSE AND LEGAL AUTHORITY

Pursuant to the Robert T. Stafford Disaster and Emergency Assistance Act (Pub. L. 93-288), as amended at 42 U.S.C § 5121 et seq., DHS/FEMA and HUD may not provide duplicative disaster assistance to individuals, businesses, including Private-Not-for Profits (PNPs), or other entities for the same disaster or emergency losses. To accomplish this, DHS/FEMA and HUD will participate in a Computer Matching program to share data and financial/benefits award decisions of individuals, businesses, and/or other entities to prevent duplicative aid from being provided in response to the same disaster or emergency. Pursuant to the Privacy Act's subsection 552a(o)(1)(A) requirement, the purpose and legal authority for this computer matching program is described below:

Purpose. This Agreement establishes the Computer Matching program between DHS/FEMA and HUD. The Computer Matching program seeks to establish or verify initial or continuing eligibility for DHS/FEMA disaster assistance; prevent duplicative disaster assistance payments; or recoup duplicative payments and delinquent debts under the programs referenced in this Agreement, which will result in individuals being quickly and effectively transitioned from temporary relief programs administered by DHS/FEMA into long-term relief programs administered by HUD. It also enables HUD's Community Development Block Grant Disaster Recovery (CDBG-DR) grantees, including states, local governments, and Indian tribes (as directed by the applicable appropriations act), to use FEMA data to determine the correct award amount for eligible program beneficiaries by identifying unmet needs of FEMA applicants; prevent the

duplication of benefits; implement the statutory requirement that CDBG-DR funds may not be used for activities reimbursable by or for which funds are made available by FEMA; and implement the statutory requirement to establish procedures to detect and prevent waste, fraud, and abuse of funds. To accomplish this purpose, this agreement permits HUD to provide data to CDBG-DR allocatees before the grant agreement is signed, so long as the state, local government, or Indian tribe that is awarded the CDBG-DR allocation has entered an information sharing agreement with HUD. For purposes of this agreement, the term "CDBG-DR grantee(s)" includes CDBG-DR allocatees.

Legal Authority. This Agreement is executed in compliance with the Privacy Act and other statutes discussed in this Agreement, their implementing regulations, and related notices and guidance.

A. The Robert T. Stafford Disaster and Emergency Assistance Act, as amended (Stafford Act), 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 from insurance or any other source, 42 U.S.C. § 5155(a). The Stafford Act requires DHS/FEMA or HUD (whichever agency provided the duplicative assistance) to recover all duplicative assistance from the recipient, when the head of such agency considers it to be in the best interest of the Federal Government, 42 U.S.C. § 5155(c).

B. Section 408(i) of the Stafford Act, 42 U.S.C. § 5174(i), directs and authorizes DHS/FEMA, in carrying out Section 408 (Federal Assistance to Individuals and Households), 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 by sharing personally identifiable information (PII);

    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. Section 408(f) of the Stafford Act, 42 U.S.C. § 5174(f)(2), authorizes DHS/FEMA to provide states impacted by disasters with access to DHS/FEMA's electronic records of

individuals and households receiving assistance in order for the states to make available any additional state and local assistance to the affected individuals and households.

1. Pursuant to Routine Use H.1 of the DHS/FEMA-008 Disaster Recovery Assistance Files System of Records, 78 Fed. Reg. 25,282 (April 30, 2013) (Routine Use H.1), DHS/FEMA may disclose applicant information to other federal agencies and agencies of state, tribal, and local governments to prevent duplication of benefits and/or to address unmet needs of eligible, ineligible, or partially eligible FEMA applicants.

2. Pursuant to Routine Use R of the DHS/FEMA-008 Disaster Recovery Assistance Files System of Records, 78 Fed. Reg. 25,282 (April 30, 2013) (Routine Use R), FEMA may share information with other federal, state, local, or tribal government agencies, and voluntary organizations under approved computer matching efforts.

D. The Debt Collection Improvement Act of 1996, 31 U.S.C. §§ 3325(d) and 7701(c)(1), which requires federal agencies to collect the taxpayer identification number (Social Security Number (SSN)) 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 business with the Federal Government if the person is:

   i. A lender or servicer 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 of 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 certain FEMA-administered pilot programs designed to provide alternative or additional federal disaster assistance programs. 6 U.S.C. §§ 776−777.

F. Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (the McKinney Act), 42 U.S.C. § 3544, authorizes HUD to require applicants or participants in any HUD program involving review of an applicant's or participant's income to sign a consent form authorizing HUD, the public housing agency, or the owner to verify income information. 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 system of records notices provide individuals with notice of HUD's intended uses 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 Fed. Reg. 22,337 (April 13, 2012);

2. Enterprise Income Verification (EIV), HUD/PIH-5, 74 Fed. Reg. 45,235 (September 1, 2009); and

3. Tenant Rental Assistance Certification System (TRACS), HSNG/MF.HTS.02, 81 Fed. Reg. 56,684 (August 22, 2016).

Specifically, the system of records notices for IMS/PIC, EIV, and TRACS allow disclosure of 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 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; and

3) Detection and verification of the accuracy and completeness of the data provided.

The applicable routine use for IMS/PIC is routine use 6. The applicable routine use for EIV is routine use 1. The applicable routine use for TRACS is routine use 6 of

HUD's *Routine Use Inventory* notice published in the Federal Register at 80 Fed. Reg. 81837 (December 31, 2015).

H. The appropriations acts that authorize and appropriate supplemental CDBG-DR assistance lay out specific requirements, some of which may vary by appropriation. These appropriations acts impose requirements related to the prevention of fraud, waste, and abuse, order of assistance, and prevention of duplication of benefits on CDBG-DR grantees. Legal authority for CDBG-DR assistance is derived from title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301, et seq.), subsequent appropriations acts making available CDBG-DR assistance, the following prior appropriations acts–Public Laws 115-72, 115-56, 115-31, 114–254, 114–223, 114–113, 113–2, 112–55, 111–212, 110–329, 110–252, 110–116, 109–234, 109–148, 108–324, 107–206, 107–117, 107–73, 107–38, 106–31, 105–277, 105–276, 105–174, 105–18, 104–134, 104–19, 103–327, 103–211, 103–75, and 103–50–and by the notices published in the Federal Register that govern CDBG-DR grant assistance, 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. 71,060 (November 16, 2011).

I. The HUD regulation at 24 C.F.R. § 982.352(c) prohibits a family from receiving the benefit of Section 8 tenant-based assistance under the Housing Choice Voucher Program while also 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. Section 8 assistance (including other tenant-based assistance) under Section 8 of the U.S. Housing Act of 1937, 42 U.S.C. § 1437f;

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 of the Housing and Urban Development Act of 1965, 12 U.S.C. § 1701s (Section 101 rent supplements);

5. Section 236 of the National Housing Act, 12 U.S.C. § 1715z-1, (Section 236 rental assistance payments);

6. Tenant-based assistance under the HOME Investment Partnerships program authorized by Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. § 12701 et seq.;

7. Rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. § 1441 et seq. (a program of the Rural Development Administration);

8. Any local or state rent subsidy;

9. Section 202 of the Housing Act of 1959, 12 U.S.C. § 1701q, as amended (Section 202 supportive housing for the elderly);

10. Section 811 of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. § 8013 (Section 811 supportive housing for persons with disabilities);

11. Section 202 projects for non-elderly persons with disabilities (Section 162 assistance) authorized by section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. § 1701a note, amending section 202(h) of the Housing Act of 1959; 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.

III. SCOPE

The following programs are covered under this Agreement:

A. HUD rental assistance programs identified at 24 C.F.R. § 5.233 and the Disaster Housing Assistance Program.

B. DHS/FEMA housing assistance provided through the Individual and Household Program under Section 408(f) of the Stafford Act, 42 U.S.C. § 5174(f)(2) (IHP).

C. CDBG-DR assistance authorized and appropriated from time to time under various appropriations acts.

IV. JUSTIFICATION AND EXPECTED RESULTS - COST BENEFIT ANALYSIS

Pursuant to the Privacy Act's subsection 552a(o)(1)(B) requirement, the justification for the program and the anticipated results, including a specific estimate of any savings, is described below:

A. Justification

As required by law, DHS/FEMA will not provide continued temporary housing assistance to individuals who are receiving duplicative housing benefits from HUD. However,

disaster survivors who already receive HUD assistance, but have had that assistance interrupted due to the disaster may still be able to receive FEMA benefits until HUD assistance can be reestablished. DHS/FEMA can only accomplish this by conducting computer-matching with HUD to compare applicable disaster applicant data to ensure that these individuals are not receiving DHS/FEMA housing assistance for a specific, declared disaster that duplicates any rental housing assistance from HUD. Additionally, HUD's CDBG-DR grantees will only provide CDBG-DR assistance to individuals or entities for recovery or resiliency needs that do not duplicate DHS/FEMA resources or any other assistance.

Executive Order 13,411, "Improving Assistance for Disaster Victims," 71 Fed. Reg. 52,729 (August 29, 2006), calls on federal agencies to "reduce unnecessarily duplicative application forms and processes for Federal disaster assistance," which includes processing benefits applications submitted by individuals, businesses, or other entities for the same disaster. Executive Order 13,411 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. 25,818 (June 19, 1989); OMB's proposed guidelines on the Computer Matching and Privacy Protection Amendments of 1990, 56 Fed. Reg. 18,599 (April 23, 1991); and OMB Circular A-130, Appendix I, "Responsibilities for Protecting and Managing Federal Information Resources," (July 28, 2016) 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 CDBG-DR grantee homeowner repair programs had received IHP assistance from DHS/FEMA. The two forms of assistance may not be duplicative, if together, they do not exceed total unmet needs. However, the risk of CDBG-DR assistance duplicating IHP assistance exists if the homeowner received both forms of assistance. In the Katrina/Rita example, since no CMA was in place and there was no automated 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 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 an automated 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 and error-prone 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. Historical data suggests that an 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 related to the number and scale of disasters that occur in a given year.

In June 2009, 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 risk of the waste of millions of taxpayer 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 per month and that a total of 3,743 payments were made during the time of housing assistance for both disasters from August of 2005 to February of 2006, which resulted in the issuance of nearly $3,000,000 per month in improper payments, when multiplying the approximate $800 per month rental assistance by the estimated number of improper payments (3,743) ($800 x 3,743 = 2,994,400). DHS-OIG 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.

Preventing duplicative payments will primarily benefit FEMA, because FEMA will be able to reduce its housing assistance awards for applicants already receiving HUD assistance. However, HUD will also benefit from this Agreement. Access to FEMA data will enable HUD to identify HUD-assisted households displaced by a disaster, and to help those households return more quickly to a stable permanent home. FEMA data will also enable HUD's CDBG-DR grantees to accelerate recovery by quickly identifying unmet needs and enrolling disaster victims into available CDBG-DR programs.

The overall number of IHP 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.

V. 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 reside in the National Emergency Management Information System - Individual Assistance System (NEMIS-IA System). DHS/FEMA shares information, pursuant to this CMA, included in records covered by DHS/FEMA – 008 Disaster Recovery Assistance Files System of Records, 78 Fed. Reg. 25,282 (April 30, 2013). Routine Use H.1 authorizes FEMA to share information with other federal agencies for the purpose of preventing duplicate benefits and meeting unmet needs. Routine Use R authorizes FEMA to share information with other federal agencies for the purposes of conducting computer matching activities.

HUD

This Agreement authorizes the parties to match HUD records that are retrieved from the Tenant Rental Assistance Certification System (TRACS) (HSNG/MF.HTS.02), 81 Fed. Reg. 56,684 (August 22, 2016); the Inventory Management System (IMS), also known as the Public and Indian Housing (PIH) Information Center (PIC) (HUD/PIH.01) 77 Fed. Reg. 22,337 (April 13, 2012); and the Enterprise Income Verification System (EIV) (HUD/PIH-5) 71 Fed. Reg. 45,066 (August 8, 2006), which was updated by 74 Fed. Reg. 45,235 (September 1, 2009). The results of the information comparison are maintained within the IMS/PIC system (HUD/PIH.01). Routine Use 6 of the IMS/PIC system of records notice allows HUD to share information with federal, state, and local agencies to verify accuracy, completeness, eligibility, and to identify and recover improper payments. Routine Use 1 of the EIV system of records notice allows HUD to share information with federal, state, and local agencies to verify accuracy, completeness, and eligibility and to identify and recover improper payments. Routine Use 8 of the EIV system of records notice also allows HUD to share information with FEMA to determine eligibility of assistance. Routine Use 1 of the TRACS system of records notice allows HUD to use Routine Use (6) of HUD's *Routine Use Inventory* notice, 80 Fed. Reg. 81,837 (December 31, 2015) to 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 preventing fraud, waste, and abuse within any federal program. HUD's *Routine Use Inventory* notice also contains Routine Use 5 also allows for disclosure to federal, state, and local agencies, their employees, and agents for the purpose of conducting Computer Matching programs.

Records Estimate

HUD and DHS/FEMA intend to match records after any disaster in which FEMA provides IHP assistance or HUD awards CDBG-DR assistance or administers a Disaster Housing Assistance Program. The estimated number of records HUD and DHS/FEMA will match following any disaster will depend on the size and impact area of the disaster and the number of individuals that are affected. The damage type and cost will be determined after the disaster, and cannot easily be estimated, as the scale and impact of each disaster is unique.

B. Description of the Match

Once a survivor's identity is verified through the Individual Assistance registration process, FEMA will send the information to HUD in order to detect a potential match. The information shared can also consist of the Temporary Shelter Assistance (TSA) information provided by FEMA. The TSA information is critical to FEMA and HUD in order to prevent FEMA from paying for an applicant's hotel cost while the applicant is also receiving housing assistance from HUD. If the applicant is receiving HUD assistance, FEMA and HUD can work to provide permanent housing rather than TSA and prevent duplication of benefits. The below data elements are the elements upon which a potential match is predicated on. For the remaining information that FEMA and HUD share, please see Appendix A:

- FEMA Registration ID.
- Disaster Number.
- Head of household's SSN.
- First and Last Name and Middle Initial of the head of household.
- Damaged address
- Current address (including hotel/motel, shelter, or TSA)
- Current phone number

There are two scenarios for the HUD match process. The scenarios are:

1. If the information submitted by DHS/FEMA to HUD results in a match by HUD, HUD sends the corresponding Housing Assistance Information to DHS/FEMA. The data elements are defined in Appendix A.:

i. DHS/FEMA will use the information it receives from HUD to independently evaluate and determine the applicant's eligibility for housing programs under 42 U.S.C. § 5174(c)(1), according to Section VIII of this Agreement.

ii. DHS/FEMA will use the survivor's SSN and unique registration ID to identify the respective FEMA record for comparison with the HUD data.

iii. 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 evaluation of any duplication of benefits. If FEMA review staff determine that there is a duplication of benefits, the duplicative amount is deducted from the

eligible FEMA award. FEMA applicants receive a letter that indicates the amount of their eligible award and their ability to appeal.

iv. HUD will store FEMA data, in the IMS/PIC system pursuant to the requirements of the SORN (HUD/PIH.01), 77 Fed. Reg. 22,337 (April 13, 2012). HUD may also share FEMA data via a secure web-service with CDBG-DR grantees, public housing agencies, or other impacted assisted housing providers with whom HUD has an existing information sharing agreement. CDBG-DR grantees may use FEMA data to verify eligibility, avoid duplication of benefits, and/or to address unmet needs of FEMA applicants, in accordance with HUD's routine use 6 in the IMS/PIC SORN, 77 Fed. Reg. 22,337 (April 13, 2012). This use of FEMA data is consistent with the original purpose of collection, as stated in the DHS.FEMA Disaster Recovery Assistance Files System of Records routine use H.1, 78 Fed. Reg. 25,282 (April 30, 2013).

v. If the CDBG-DR grantees require targeted data from FEMA that is not part of routine use H.1 or part of the duplication of housing benefits effort described in this Agreement, FEMA and the CDBG-DR grantee will need to document this information sharing via an information sharing agreement (ISAA) as per the Secure Data Sharing policy 9420.1 Appendix B/C. Once the Information Sharing Access Agreement (ISAA) is approved, the data sharing mechanism will determine if a CMA is needed between FEMA and the CDBG-DR grantee, i.e. automated system vs. manual data delivery.

2. If HUD does not find a match in their respective systems for the DHS/FEMA data provided, FEMA will send the survivor's valid registration to HUD. The data elements are listed in Appendix A.

i. HUD will store FEMA data, as described in Section 2.2.2. and 2.2.3.1 in Appendix A, in the IMS/PIC system pursuant to the requirements of the SORN (HUD/PIH.01), 77 Fed. Reg. 22,337 (April 13, 2012). HUD may also share FEMA data via a secure web-service with CDBG-DR grantees with which HUD has an existing information sharing agreement. CDBG-DR grantees may use FEMA data to avoid duplication of benefits and/or to address unmet needs of FEMA applicants, in accordance with the HUD's routine use 6 in the IMS/PIC SORN, 77 Fed. Reg. 22,337 (April 13, 2012). This use is consistent with the original purpose of collection as stated in DHS/FEMA Disaster Recovery Assistance Files System of Records routine use H.1, 78 Fed. Reg. 25282 (April 30, 2013). Public housing agencies may use FEMA data to support implementation of the Disaster Housing Assistance Program under a FEMA Mission Assignment.

ii. If the CDBG-DR grantees require targeted data from FEMA that is not part of routine use H.1 or part of the duplication of housing benefits efforts described in this agreement, FEMA and the CDBG-DR grantee will need to engage in separate information sharing agreement. Once the ISAA is approved, the data sharing

mechanism will determine if a CMA is needed between FEMA and the CDBG-DR grantee.

3. **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, this Agreement 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 on which IA/IHP assistance has been granted. The aforementioned matching processes shall commence, as needed, following a disaster declaration, and shall last until DHS/FEMA IA/IHP disaster assistance closes out, or until CDBG-DR grantees have stopped processing applications, whichever is later.

VI. 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, and HUD agrees to pass on these requirements to CDBG-DR grantees when applicable:

A. The records obtained for this matching program will be used for purposes expressed in this Agreement. DHS/FEMA and HUD will not use or share information concerning individuals who are neither applicants for, nor recipients of, temporary housing assistance for any purpose. DHS/FEMA and HUD will not use the data derivatively, or disclose the data internally or externally, except as provided in this Agreement, 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 originating agency, 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 of either agency, except as may be essential to conduct the matching program, or as may be permissible or required by law or this Agreement. Each agency will obtain the permission of the other agency, before making such disclosure (*see* Routine Uses in the DHS/FEMA-008 Disaster Recovery Assistance Files, 78 Fed. Reg. 25,282 (April 30, 2013) and HUD's IMS/PIC system of records, HUD/PIH-1, 77 Fed. Reg. 22,337 (April 13,

2012). CDBG grantees will be bound by the terms of the respective information sharing agreement with HUD and this Agreement.

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 any entity, including a government contractor, in order to accomplish identification of duplication of benefits, each agency will obtain the written agreement of that entity to abide by the terms of this Agreement.

E. Each agency will keep an account of disclosures 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.

F. DHS/FEMA and HUD employees, contractors, and agents who access, use, or disclose DHS/FEMA and/or HUD data for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions, pursuant to applicable federal statutes.

VII. NOTICE PROCEDURES

The Privacy Act's subsection 552a(o)(1)(D) requires CMAs to specify procedures for notifying applicants/recipients at the 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 V.A. of this Agreement, DHS/FEMA and HUD have both published SORNs 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 Agreement available to the public upon request and it shall be published on the agency's public facing websites.

A. DHS/FEMA Applicants

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 notice (5 U.S.C. § 552a(e)(3)) to provide notice to applicants regarding the use of their information. The Privacy Act notice is read to applicants by 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 the DHS/FEMA/PIA-012(a) Disaster Assistance Improvement Program (November 16, 2012), the DHS/FEMA/PIA-027

National Emergency Management Information System Individual Assistance (NEMIS-IA) (June 29, 2012), and the DHS/FEMA-008 Disaster Recovery Assistance Files System of Records, 78 Fed. Reg. 25,282 (April 30, 2013), which includes Routine Use R 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).

B. HUD recipients

HUD Forms 50058 and 50059, which are used to collect the information contained in the IMS and TRACS data systems subject to this Agreement, use a Privacy Act statement (5 U.S.C. § 552a(e)(3)) to provide notice to applicants regarding the use of their information. All recipients of HUD assistance receive this notice and are informed that the information they provide may be used to monitor compliance, participate in income matching, and detect fraud.

HUD provides notice via the HUD/PIA – Tenant Rental Assistance Certification System (April 2009), the HUD/PIA – Inventory Management System (August 2008), and the HUD/PIA – Enterprise Income Verification (June 2011). HUD also provides notice via the following SORNs: Inventory Management Systems (IMS), also known as the Public and Indian Housing Information Center (PIC), HUD/PIH.01, 77 Fed. Reg. 22,337 (April 13, 2012); Enterprise Income Verification (EIV), HUD/PIH-5, 74 Fed. Reg. 45,235 (September 1, 2009); and Tenant Housing Assistance and Contract Verification Data, also known as the Tenant Rental Assistance Certification System (TRACS), HUD/H-11, 62 Fed. Reg. 11,909 (March 13, 1997).

VIII. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST

A. General

The Privacy Act's subsection 552a(o)(1)(E) requires that each CMA outline 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 match. 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. 25,818 (June 19, 1989).

DHS/FEMA will be responsible for ensuring that DHS/FEMA data is current and accurate at the time it is provided to HUD. HUD will be responsible for ensuring that HUD data is current and accurate at the time it is provided to DHS/FEMA.

B. DHS/FEMA Verification Procedures:

1. A "DHS/FEMA Authorized user" is any person that has access to NEMIS-IA and is able to view the data associated with duplication of benefits.

2. DHS/FEMA 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 DHS/FEMA has independently verified such information and the individual has had an opportunity to contest the agency's findings (see discussion below at VIII. D.).

3. Independent verification means, at a minimum, that DHS/FEMA: (1) validates the automated match using FEMA's eligibility determination process to verify applicant identification, (2) analyzes the confirmed information, (3) determines the period or periods when the individual actually received housing assistance preventing receipt of the secondary assistance, and (4) contacts 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 or FEMA assistance to the applicant either directly or indirectly.

4. 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, and only after the applicant has been provided notice and an opportunity to contest the DHS/FEMA decision to deny benefits.

5. 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 Real Estate Assessment Center (REAC) Office within the Office of Public and Indian Housing. Matches based on data initially provided by DHS/FEMA shall be handled by FEMA's Individual Assistance office.

C. HUD Verification Procedures:

1. A “HUD Authorized user” is a HUD employee who needs access to the matched data to perform their official duties in connection with the uses of the data authorized in this Agreement.

2. HUD Authorized users will not make any benefit determinations based on the results of this matching program. If an individual is found to be receiving benefits through HUD rental assistance programs specified in Section III.B. of this Agreement, and also receiving benefits through FEMA assistance programs specified in Section III.A. of this Agreement, then FEMA will be responsible for adjusting the level of assistance provided, in accordance with the procedures in Section VIII.B. and VIII.D. If an individual is found to be receiving benefits through HUD’s CDBG-DR program, and also receiving benefits through FEMA assistance programs specified in Section III.A, then the CDBG-DR grantee will be responsible for adjusting the level of assistance provided to ensure that no duplication of benefits occurs (see Section VIII.E. for information about CDBG-DR grantees).

D. DHS/FEMA Notice and Opportunity to Contest

As required by the Privacy Act’s subsection 552a(p), DHS/FEMA 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 applicant will follow the current DHS/FEMA process for response as detailed in the written notice or letter.

To enable rapid response and resolution, DHS/FEMA and HUD telephone numbers will be provided to call in the event of a dispute, including contesting failed identity verification through a commercial identity provider. DHS/FEMA and/or HUD will respond to these calls as soon as reasonably possible, and when requested, in writing.

E. CDBG-DR Grantee Use of Data

CDBG-DR grantees will use the matched data to review applications for CDBG-DR assistance, and to make benefit determinations that are not duplicative of assistance already received through HUD programs, or from FEMA through a separate ISAA. CDBG-DR grantees are required to present their plans to the public and to solicit public comment. They are required to address any citizen complaints in a timely manner. CDBG-DR grantees will establish their own procedures for verifying the matched data provided by HUD and FEMA, and for allowing individuals to contest benefit determinations. Those procedures must be consistent with the requirements of the Computer Matching and Privacy Protection Act and OMB’s implementing guidelines.

Questions about a CDBG-DR grantee's procedures to verify matched data should be directed to the CDBG-DR grantee.

IX. 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 received 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 applies 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 the proper records retention schedules. 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). For electronic matches, electronic records will be housed in DHS/FEMA's NEMIS-IA System, and HUD's IMS/PIC database, retained with and according to the appropriate disaster recovery assistance records determined by 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.

X. 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). In order to apply for assistance via the online portal an applicant must provide his or her name, address, SSN, and date of birth, which are sent to a commercial database provider to perform identity verification. However, in the instances where the applicant's identity is not verified online, applicants must call one of the DHS/FEMA call centers to complete their registration. After the application is completed, the identity verification process is attempted again. The applicant may also choose to complete identity verification by

calling one of the DHS/FEMA call centers (rather than online). If an applicant fails identity verification during the call to the DHS/FEMA call center, the operator can manually override the failure in order to complete the applicant registration. However, the applicant must provide proof of identity verification before any benefits eligibility can be determined. The applicant will receive notification of failed identity verification from DHS/FEMA either via mail or electronic correspondence if they have selected that form of communication during the registration process. DHS/FEMA provides notifications as soon as possible and does not have a fixed notice timeline or response time for the applicant. If the applicant is able to provide proof of identity verification, the benefits eligibility process continues. However, if the applicant cannot successfully resolve the identity verification failure, the individual will be deemed ineligible to DHS/FEMA benefits.

XI. 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, Managing Information as a Strategic Resource (July 28, 2016); 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, Federal Information System Modernization Act of 2014 (FISMA), (44 U.S.C. §§3501 – 3558), 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 DHS/FEMA and HUD will ensure that their authorized users will receive training to ensure proper information security and privacy protections are adhered to in a manner consistent with this Agreement.

Accordingly, DHS/FEMA and HUD will restrict access to the data matched and to any data created by the match to only those users authorized under this Agreement. Further, DHS/FEMA and HUD will advise all personnel and CDBG-DR grantees that have access to the matched data and to any data created by the match of the confidential nature of the data, of 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 matched data and any data created by the match under the immediate supervision and control of the authorized users 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 part of 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 systems 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, Security Requirements for Cryptographic Modules.[1]

3. Authorized system users will be identified by login credentials, 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 VI.B 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 VI.B data will be used to create records inside a CDBG grantee CDBG-DR database according to the information sharing agreements with the grantees. 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 and/or PIV) to restrict access. Those records will be maintained under conditions that restrict access to persons who need them in connection with their 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

[1] FIPS PUB 140-2, Security Requirements for Cryptographic Modules, (November 15, 2001). *Available at* http://csrc.nist.gov/groups/STM/cmvp/standards.html.

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 the adequate safeguarding of records exchanged.

XII. 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.

XIII. 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.

In fulfilling their obligations under Executive Order 13,166 ("Improving Access to Services for Persons with Limited English Proficiency," 65 Fed. Reg. 50,121 (Aug. 16, 2000)), DHS/FEMA and HUD will take reasonable steps to provide limited English proficiency (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 (29 U.S.C. § 701) 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.

XIV. 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 800-61.[2] 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 an exposure or 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-17-12 "Preparing for and Responding to a Breach of Personally Identifiable Information" (January 3, 2017) and its agency breach response plan.

D. Neither HUD nor FEMA shall be liable for any cause of action arising from the possession, control, or use of survivor/registrant PII by an entity other than HUD or FEMA, 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 Agreement shall be construed as a waiver of sovereign immunity against suits by third persons against a state or local government.

[2] Cichonski, P., Millar, T., Grance, T., & Scarfone, K. (2012, August). *Computer Security Incident Handling Guide* (Unit, Department of Commerce, National Institute of Standards and Technology). Retrieved from http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-61r2.pdf.

Notwithstanding any rights that may be available under the legal authorities referenced in this Agreement, this Agreement itself is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

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 suspected or confirmed 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 to the affected individuals 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 or data; FEMA is responsible only for costs and litigation associated with breaches to FEMA systems or data and HUD is responsible only for breaches associated with HUD system or data.

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.

XV. 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 that are subject to this agreement 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).

XVI. INSPECTOR GENERAL ACCESS

By agreeing to this matching Agreement, DHS/FEMA and HUD authorize their respective Offices of Inspector General to use results from data matches conducted under this matching program, for investigation, audit, or evaluation matters, pursuant to 5. U.S.C. App. §§1-13.

XVII. 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

Pursuant to 5 U.S.C. §552a(o)(2)(D), 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.

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
- DHS/FEMA or its authorized users misuse or improperly handle the data provided by HUD; 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.

XVIII. 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.

XIX. POINTS OF CONTACT

HUD

U.S. Department Housing and Urban Development
Todd Richardson,
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
William Holzerland, Senior Director for Information Management
500 C Street SW,
Washington, DC 20479
Tel: (202) 212-5100
Email: William.Holzerland@fema.dhs.gov

XX. 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 Agreement, and enter into the obligations set forth in this Agreement, on behalf of DHS/FEMA.

Keith Turi
Acting Assistant Administrator, Recovery Directorate
Federal Emergency Management Agency

Date 3/19/18

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:

Philip S. Kaplan
Chief Privacy Officer
Data Integrity Board Chair
U.S. Department of Homeland Security

Date 09/29/18

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 Agreement, and enter into the obligations set forth in this Agreement, on behalf of HUD.

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

Date 4/3/2018

HUD's Data Integrity Board has reviewed this 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:

John Bravacos
Senior Agency Official for Privacy
U.S. Department of Housing and Urban Development

Date 4/18/2018