

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT: OFFICE OF PUBLIC
AND INDIAN HOUSING, AND OFFICE OF
MULTI-FAMILY HOUSING
AND
THE DEPARTMENT OF THE TREASURY:
BUREAU OF FISCAL SERVICE
DO NOT PAY BUSINESS CENTER**

Effective: March 15, 2025

Expires: March 15, 2028

I. PURPOSE, LEGAL AUTHORITY, and DEFINITIONS

A. Purpose

The purpose of this Computer Matching Agreement (CMA) is to establish the conditions, safeguards, and procedures under which the Department of Housing and Urban Development’s Office of Housing, Multifamily Housing (MFH), and Office of Public and Indian Housing (PIH) (collectively, “HUD”) will conduct a matching program with the Department of the Treasury, Bureau of the Fiscal Service (Fiscal Service), Do Not Pay Business Center (DNP). This agreement facilitates the provision of identifying information through Treasury’s Working System. HUD will use this information to detect and investigate suspected instances of programmatic fraud, waste, and abuse (FW&A), and to support efforts in identifying, preventing, and recouping improper payments. The CMA provides prompt access to up-to-date information and eliminates the need for manual file comparison.

Pursuant to the Payment Integrity Information Act of 2019 (31 U.S.C. 3351 et seq.) Office of Management and Budget (OMB) Memorandums M-18-20 and M-21-19, this matching agreement covers a DNP matching program conducted for the purposes of the DNP Initiative and involves the recipient agency, HUD being provided with results from an automated comparison between HUD Systems of Records and one or more of the Privacy Act protected data sources (a.k.a. restricted data sources) contained within the Treasury’s Working System.

HUD is designated as the recipient agency as defined by the Privacy Act (5 United States Code (U.S.C.) § 552a(a)(9)), the agency receiving the records for use in this matching program. As the recipient agency, HUD is responsible for publishing the Federal Register notice required by 5 U.S.C. 552a (e)(12). DNP is designated as the Source Agency as defined by the Privacy Act at 5 U.S.C. §552a(a)(11), the agency disclosing its records, for use in this matching program.

B. Legal Authority

1. This matching agreement between DNP and HUD is executed pursuant to the Privacy Act of 1974 (5 U.S.C. 552a), as amended, the OMB Circular A-130 entitled, Managing Information as a Strategic Resource, at 81 Federal Register (Fed. Reg.) 49689 (July 28, 2016), and OMB guidelines pertaining to computer matching at 54 Fed. Reg. 25818 (June 19, 1989) and 56 Fed. Reg. 18599 (April 23, 1991); and the computer matching portions of Appendix I to OMB Circular No. A-130 as amended at 81 Fed. Reg. 49689 (July 28, 2016).
2. OMB Memorandum M-21-19, Transmittal of Appendix C to OMB Circular A-123, Requirements for Payment Integrity Improvement (March 5, 2021).
3. OMB Memorandum M-18-20, Transmittal of Appendix C to OMB Circular A-123, Requirements for Payment Integrity Improvement (June 26, 2018).
4. Presidential Memorandum on Enhancing Payment Accuracy through a “Do Not Pay List” (June 18, 2010).
5. Executive Order 13520 “Reducing Improper Payments and Eliminating Waste in Federal Programs” (November 20, 2009).
6. Payment Integrity Information Act of 2019, 31 U.S.C. 3351 et seq. (PIIA).
7. Electronic Code of Federal Regulations CFR Title 31 Subtitle A Part 1 - Disclosure of Records (FS Privacy BH 7-20-2020).docx (E-Government Act).

C. Definitions

1. “CMA” or “matching agreement” means Computer Matching Agreement as defined by the Privacy Act (5 U.S.C. §552a (o)).
2. “DIB” means Data Integrity Boards of the respective Parties participating in the match.
3. “Do Not Pay Initiative” means the initiative codified by section 3354(b) of PIIA to facilitate executive agencies' prevention or reduction of improper payments. The initiative may include other activities, as designated by OMB.
4. “M-18-20” means OMB Memorandum 18-20, Protecting Privacy while Reducing Improper Payments with the Do No Pay Initiative, which provides guiding principles and requirements matching programs.
5. “M-21-19” means OMB Memorandum 21-19, Appendix C to OMB Circular A-123 (which was last updated in June 2018 as OMB Memorandum M-18-20) is hereby modified.
6. “Treasury's Working System” means the Do Not Pay Initiative functions performed

by the Department of the Treasury that are authorized by PIIA and OMB M-21-19.

7. “DNP matching program” means a matching program that is conducted for purposes of the DNP Initiative.
8. “Original source agency” means a federal agency that discloses records from a system of records to another agency in order to allow that agency to use the records in a matching program with a payment-issuing agency. For the purposes of a DNP matching program involving Treasury's Working System, an original source agency discloses records to Treasury in order to allow Treasury to engage in a DNP matching program with payment-issuing agencies.
9. “Parties” means a collective reference to DNP and HUD.
10. “Payment-issuing agency” means a federal agency that has the authority to issue a payment or award and engages in a matching program for the purposes of determining or verifying eligibility for the payment or award under a federal benefit program or of recouping the payment under a federal benefit program. Generally, the payment-issuing agency will be the agency that benefits from the matching program.
11. “Personally identifiable information” means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.
12. “Office of the Chief Financial Officer” means the HUD office that provides leadership in instituting financial integrity, fiscal responsibility and accountability.

II. RESPONSIBILITIES OF THE PARTIES

A. HUD will:

1. Coordinate with DNP to gain access to services provided through Treasury’s Working System, which execute the matching activities for which this matching program requires.
2. Only invoke services that produce outputs under this agreement to reduce improper payments.
3. Provide the required data elements necessary and agreed upon by the Parties in support of obtaining match results from Treasury’s Working System, including, personally identifiable information (PII).
4. Receive the results derived from matches between the system(s) of records outlined in this agreement and utilize the results provided to reduce improper

payments.

5. If an error in payment-issuing data is identified, the data source agency should be contacted to conduct a data correction. For more details on data correction please visit <https://www.fiscal.treasury.gov/DNP/>.

B. DNP will:

1. Execute the matching activities between the system(s) of records listed in this matching agreement and provide detailed results through Treasury's Working System, contingent on the original source agency making its data refresh available timely, accurate, and complete.
2. Provide matching results to HUD providing results, on a non-reimbursable basis, to support HUD in identifying, preventing recouping improper payments.
3. Notify HUD when errors in the original source data are identified and follow established processes to log and correct data in order to promote data accuracy in Treasury's Working System while ensuring fairness to the individual or entity record subject.
4. Provide the Rules of Behavior before providing access to HUD.

III. JUSTIFICATION AND ANTICIPATED RESULTS

A. Justification

The Parties to this agreement have determined that a CMA is the most efficient, expeditious, and effective means of obtaining and processing the information needed to identify individuals who may be ineligible for certain payments and benefits. The principal alternative to using a CMA for identifying such individuals would be to conduct a manual comparison of all files regarding an individual or entity seeking payment or other benefit from a federal agency. Conducting a manual match, however, would clearly impose a considerable administrative burden and would result in additional delay in the eventual recovery of any outstanding debts. By contrast, when using a CMA, information on successful matches (hits) can be provided within real-time of receipt of the request for payment.

B. Anticipated Results

HUD expects that this data transfer will not only expedite eligibility determinations but also significantly reduce the administrative effort required to prevent improper payments. This data matching initiative is designed to enhance HUD's fraud and abuse prevention program by providing more precise data analysis capabilities, which will lead to more effective identification and prevention of fraud, thereby ensuring considerable cost savings in HUD's

payment, procurement, and benefit programs. The implementation of robust governmental checks and balances through service-based access to authoritative data will also streamline processes, eliminating redundancies and reducing the need for individual verifications in HUD payment and procurement systems. Although DNP does not derive any direct benefits from this matching program, the broader impacts include increased operational efficiency and adherence to stringent federal data security and privacy standards. Additionally, by refining these processes, HUD anticipates a noticeable reduction in improper payments, aligning with federal goals for financial accountability and transparency.

C. Waiver of Specific Estimate of Savings

Pursuant to the 31 U.S.C. § 3354 (d)(1)(E), a specific estimate of any savings within the cost benefit analysis section of this matching agreement is not required.

D. Cost Benefit Analysis¹

While a cost-benefit analysis is not required for the DNP Initiative under the guidelines of OMB M-21-19, HUD anticipates documenting significant time savings once the initiative is fully implemented in fiscal year 2024. Currently, HUD uses the Payment Management System to facilitate payments to vendors and the System of Award Management to evaluate both potential and existing cooperators/vendors. The implementation of the DNP Initiative is expected to streamline these processes significantly. By enhancing our ability to detect and prevent FW&A, HUD anticipates that the time savings and potential efficiency gains from this initiative will be substantial, mirroring the positive outcomes of similar programs.

IV. DESCRIPTION OF RECORDS TO BE MATCHED

The Parties to this agreement must ensure their system notice(s) ("system of records notice" or "SORN") pursuant to subsection (e)(4) of the Privacy Act contain "routine uses" established pursuant to subsection (b)(3) of the Privacy Act for each system of records from which they intend to disclose Privacy Act protected information in accordance with this agreement. If not, a new or amended SORN must be published.

A. System of Records Maintained by DNP

Fiscal Service will provide HUD with information extracted from the Department of the Treasury, Bureau of the Fiscal Service .017—Do Not Pay Payment Verification Records, 85 FR 11776 at 11803 (Feb. 27, 2020). Routine use number

¹ OMB M-21-19 An agency justification, under 5 U.S.C. § 552a(o)(1)(B), for a matching program with the purpose of assisting in the detection and prevention of improper payments is not required to contain a specific estimate of any savings under the CMA.

1 will allow Fiscal Service to disclose data to HUD for the purpose of identifying, preventing or recouping improper payments. Routine use number 4 will allow Fiscal Service to disclose data to HUD to validate eligibility for an award through a federal program.

B. System of Records Maintained by HUD

1. HUD/PIH-01, Inventory Management System/PIH Information Center (IMS/PIC) and Housing Information Portal (HIP), 89 FR 1121 (January 9, 2024). IMS/PIC and HIP serve as a national repository of information related to Public Housing Agencies (PHAs), Tribally Designated Housing Entities (TDHE), HUD-assisted families, HUD assisted properties, and other HUD programs, for the purpose of monitoring and evaluating the effectiveness of PIH rental housing assistance programs. IMS/PIC and HIP allow PHAs, TDHEs, and their-hired management agents to electronically submit information to HUD that is related to the administration of HUD's PIH programs. They collect data for PIH operations, including data submitted via the internet from HUD's field offices, and accurately tracks activities and processes. IMS/PIC and HIP also help to increase sharing of information throughout PIH and HUD, which improves staff awareness of activities related to the administration of HUD subsidized housing programs. IMS/PIC and HIP are flexible, scalable, internet-based integrated systems, which enables PHA and TDHE users, and HUD personnel to access a common database via their web browser. IMS/PIC and HIP aids HUD and entities that administer HUD's assisted housing programs in: (a) Increasing the effective distribution of rental assistance to individuals that meet the requirements of federal rental assistance programs; (b) detecting abuses in assisted housing programs; (c) taking administrative or legal actions to resolve past and current abuses of assisted housing programs; (d) monitoring compliance with HUD program requirements; (e) deterring abuses by verifying the employment and income of tenants at the time of annual and interim reexaminations of family income and composition via the PIH Enterprise Income Verification (EIV) system; (f) evaluating program effectiveness; (g) improving PHA and TDHE IMS/PIC and HIP reporting rates; (h) forecasting budgets; (i) controlling funds; (j) updating tenant information; and (k) updating building and unit data. Routine Use 15 allows for HUD to disclose records held in IMS/PIC and HIP to federal agencies for the purposes of identifying and recovering improper payments under the Payment Integrity Information Act of 2019, Public Law 116– 117.
2. HUD/HOU-11, Tenant Rental Assistance Certification System (TRACS), 88 FR 62813 (September 13, 2023) TRACS performs edit checks and accepts tenant and voucher request data needed to verify data quality, and interfaces with other HUD systems to validate tenant income, verify contract funding, obligate, and commit contract funds, provide information to other HUD divisions, and submit voucher requests for payment to minimize improper payments, and detect subsidy fraud, waste, and abuse in multifamily housing

rental housing assistance programs. Routine Use 9 allows for HUD to disclose records held in TRACS to federal agencies for the purposes of identifying and recovering improper payments under the Payment Integrity Information Act of 2019, Public Law 116–117.

3. HUD/CFO-03, Line of Credit Control System (LOCCS), 89 FR 5923 (January 30, 2024). The system is to process and make grant, loan, and subsidy disbursements. LOCCS ensures that payments are made promptly thus achieving efficient cash management practices. It creates accounting transactions with the appropriate accounting classification elements to correctly record disbursements and collections to the grant/project level subsidiary. Routine Use 4 allows HUD to disclose records held in LOCCS to federal agencies pursuant to a computer matching agreement for the purposes of detecting, preventing, and recovering improper payments.
4. HUD/PIH-5, Enterprise Income Verification (EIV), 87 FR 50635 (August 17, 2022). The Enterprise Income Verification System (EIV) is used to verify program participants/tenants, reported income, identify unreported income sources and/or amounts and identify substantial annual income discrepancies amongst households that receive HUD provided rental assistance through programs administered by HUD's Office of Public and Indian Housing and Office of Housing Multifamily program. Routine Use D allows HUD to disclose records held in EIV to federal agencies pursuant to a computer matching agreement for the purposes of “Detection, prevention, and recovery of improper payments.”

C. Restricted Data Sources

The following data sources will be available to HUD MFH and PIH once this CMA is established:

Restricted data source description:

1. Credit Alert Reporting Verification System (CAIVRS) contains information on loan applicants that have any federal debt that is currently in default or foreclosure or has had a claim paid by the reporting agency within the last three years. DNP currently receives feeds from the Small Business Administration, Department of Agriculture, Veterans Administration, Department Justice, and HUD.
2. System for Award Management (SAM) Entity Registration contains entity registration data publicly available under the Freedom of Information Act for those entities registered in SAM to do business with the federal government in accordance with the Federal Acquisitions Regulation (FAR).
3. System for Award Management (SAM) Exclusions Record Restricted contains

the data for all active exclusion records entered by the federal government identifying those parties excluded from receiving federal contracts, certain subcontracts, and federal financial and non-financial assistance and benefits.

4. Treasury Offset Program (TOP) Debt Check Contains data on individuals who are delinquent on non-tax debts and child support obligations to the federal government (and participating states) if allowed by agency statute and regulations.

HUD MFH

- CAIVRS
- SAM Entity Registration – Restricted
- SAM Exclusions Record – Restricted

HUD PIH

- CAIVRS
- SAM Entity Registration – Restricted
- SAM Exclusions Record – Restricted
- TOP Debt Check

D. Number of Records and Restricted Data Sources

Treasury’s Working System total record count supporting this agreement amounts to 9,731,624 individuals and companies².

The following are total number of records according to Treasury’s Working System covered by this agreement for the following data sources:

1. CAIVRS 1,657,542
 2. SAM Exclusion Records: 149,259
 3. SAM Entity Registration Records: 735,219
 4. TOP Debt Check: 7,189,604
- Total = 9,731,624

E. Specified Data Elements

Data elements will be sent by HUD to Fiscal Service for matching against Treasury’s Working System including: Tax Identification Number (TIN), Entity Name, Person First Name, Person Middle Name, Person Last Name.

Fiscal Service will return match results to HUD containing the following data elements: Record Code, Payee Identifier, Agency Location Code, Tax Identification Type, Tax Identification Number (TIN), Business or Individual or Government, DUNS Number, Payee Business Name, Payee Business Doing Business As (DBA) Name, Person Full Name, Person First Name, Person

² As of May 7, 2024, the record counts listed above is an estimate based on TOP Debt Check, CAIVRS, SAM Exclusion Records, and SAM Entity Registration Records. These numbers will increase over time.

Middle Name, Person Last Name, Address, Person Date of Birth, Person Sex, Vendor/Payee Status, Phone Type, Vendor/Payee Phone Number, Vendor/Payee FAX Number, Vendor/Payee Email Address, Vendor/Payee Active Date, Vendor/Payee Expiration Date, Agency Record Grouping, Other Agency Data, Match Type, Match Source, Match Level, Match Date/Time, Matched Party Type, Matched Tax ID Number, Matched Tax ID Type Code (alternate), Matched Tax ID Number (alternate), Matched DUNS Number, Matched Full Name, Matched First Name, Matched First Name, Matched Middle Name, Matched Last Name, Matched Business Name, Matched DBA Business Name, Matched Birth Date, Matched Death Date, Matched List Status Code, Matched List Status Code Description, Matched List Effective Date, Matched Address, Matched City, Matched State Code, Matched Zip Code and Matched Country Code.

Projected Effective Date: March 15, 2025 Projected Expiration Date: March 15, 2028 (this year will be 3 years HUD after the expiration date; as an example, if the Projected Expiration date is December 12, 2023, this date would be December 12, 2026, if renewed for three additional years HUD). Under the applicable provisions of the Privacy Act of 1974, amended by the Computer Matching and Privacy Protection Act of 1988 (5 U.S.C. § 552a) and 31 U.S.C. § 3354(d)(1)(C)(ii) and 5 U.S.C. § 552a(o)(2)(D), “during the 3-month period ending on the date on which the agreement is scheduled to terminate, may be renewed by the executive agencies entering the agreement for not more than 3 years.” Within 3 months prior to the expiration of the agreement, however, the relevant Data Integrity Board(s) (DIB(s)) may, without additional review, renew the agreement for a period not to exceed 3 years.

V. NOTICE PROCEDURES

DNP will provide notice of the computer matching agreement via <https://www.fiscal.treasury.gov/DNP/>.

Procedures for providing individualized notice at the time of application and periodically thereafter are directed by HUD. Any deficiencies as to direct notice to the individual for the matching program are mitigated by the indirect or constructive notice that is afforded the individual by agency publication in the federal Register of both the (1) applicable routine use notice, as required by subsection (e)(11) of the Privacy Act; and (2) the proposed federal Register match notice, as required by subsection (e)(12) of the Privacy Act, announcing the Agency's intent to conduct computer matching programs designed to give critical information to paying agencies to help reduce improper payments. This matching program for the purposes of the DNP Initiative is initiated in accordance with PIIA and M-21-19 which further support agencies to reduce improper payments.

VI. VERIFICATION PROCEDURES, AND OPPORTUNITY TO CONTEST

A. Verification of Match Information

1. HUD will take appropriate steps to independently verify all information received from Treasury's Working System to determine the validity and/or applicability of the information obtained through this matching program prior to the termination, denial, suspension or reduction of any benefits.
2. The Parties agree that the occurrence of a match is not conclusive evidence that the individual who or organization that is the subject of the search and the individual or the subject in the search results are the same person or organization.
3. HUD is responsible for verifying and determining whether the search results retrieved from Treasury's Working System are consistent with the information in their files and for resolving any discrepancies or inconsistencies as to positive identification on an individual basis.
4. HUD will screen the initial data to verify that the matched individual or organization is in fact the payment/benefit recipient about which/whom the search was initiated. HUD will do this by separately comparing the "match results" file with the information in their files to verify the individual's or organization's identity and will conduct independent inquiries to resolve questionable identities.
5. Any discrepancies or inconsistencies in the original source agency data files, based on information received from Treasury's Working System, or developed as a result of the match, will be independently investigated and verified by HUD prior to taking any adverse action against any individual or organization.

B. Opportunity to Contest

1. If HUD has verified the adverse information, HUD shall provide the individual with notice and an opportunity to contest before taking adverse action. The notice shall inform the individual of the relevant information and give the individual an opportunity to provide an explanation.
2. Individuals shall have 30 days to respond to a notice of adverse action, unless a statute or regulation provides a different period of time. For additional guidance on notice and opportunity to contest, agencies shall consult Final Guidance Interpreting the Provisions of Public Law 100-503, the Computer Matching and Privacy Protection Act of 1988, 54 Fed. Reg. 25818, 25827 (June 19, 1989).

VII. DISPOSITION OF MATCHED ITEMS

A. HUD acknowledges and agrees to:

1. Maintain all identifiable records received from DNP in accordance with Privacy Act of 1974 (5 U.S.C. 552a), as amended, (Public Law (Pub. L.) 100-503, the Computer Matching and Privacy Protection Act (CMPPA) of 1988), and OMB Circular A-130 entitled, Managing Information as a Strategic Resource.
2. Not create a separate file or system of records that consists of information concerning only those individuals who are involved in this specific matching program except as is necessary in controlling and/or verifying the information for purpose of this program.
3. Destroy the matching results file generated through this matching operation as soon as the information has served the matching program's purpose and all legal retention requirements established in conjunction with the National Archives and Records Administration (NARA), and M-21-19, under applicable procedures have been met.

VIII. SAFEGUARD PROCEDURES

- A.** Both HUD and DNP will comply with the requirements of the Federal Information Security Management Act (FISMA) (P.L. 107 347, title III, section 301) and OMB M-06-16 (Protection of Sensitive Agency Information) as it applies to the electronic storage and transport of PII between Parties and the internal processing of records received under the terms of this agreement.
- B.** HUD will protect DNP's information in accordance with published OMB computer matching guidelines and applicable Privacy Act provisions. Any additional internal security procedures and policies in place supporting the protection of individual privacy by HUD are incorporated in this agreement. Match result records obtained by DNP through the use of Treasury's Working System services shall be handled in such a manner that restricts access to the data to authorized individuals only on a need-to know basis to accomplish the purpose outlined in this agreement. Criminal penalties for willful unlawful disclosure pursuant to the Privacy Act shall be made known to those with authorized access to this data through Treasury's Working System. HUD System Data Source Security Controls:
1. Inventory Management System/PIH Information Center (IMS/PIC)
 - Administrative: Records are maintained at the U.S. Department of Housing and Urban Development in Washington, DC with limited access to those persons whose official duties require the use of such records.
 - Technical: User's access, updates access, read-only access, and approval access are granted based on the user's role and security access level.

- Physical: Computer files and printed listings are maintained in locked cabinets.
2. Tenant Rental Assistance Certification System (TRACS)
 - Technical: Access to TRACS is by password and user ID and is limited to authorized users. Role-based access levels or assignment roles are restricted to those with a need to know. When first gaining access to TRACS annually, all users must agree to the system's Rules of Behavior, which specify the handling of personal information and any physical records. Authorized users can download reports—the Social Security Number (SSN) is masked in both the system and reports during the download process.
 - Physical: Access to facilities containing and storing physical copies of this data is controlled by security protocols designed to limit access to authorized individuals.
 3. Line of Credit Control System (LOCCS)
 - Administrative: All HUD employees have undergone background investigations. System users must take the mandatory security awareness training annually as mandated by FISMA (44 U.S.C. 3541, *et seq.*). Users must also sign a Rules of Behavior form certifying that they agree to comply with the requirements before they are granted access to the system.
 - Technical: LOCCS resides on the Microsoft Azure Cloud, a FedRAMP certified Infrastructure-as-a-Service (IaaS). The system is limited to those with a business need to know. LOCCS Authorizing Officials authorize LOCCS access for users, and Office of Chief Financial Officer (OCFO) ensures the user is eligible for access (*e.g.* suitability, System Security Administrator approval), which allow for segregation of duties. Also, system user recertifications are conducted semi-annually for external users and quarterly for internal users.
 - Physical: HUD buildings are guarded and monitored by security personnel, cameras, ID checks, and other physical security measures. Access is restricted to authorized personnel or contractors whose responsibilities require access.
 4. The Enterprise Income Verification System (EIV)
 - Administrative: Administrative controls include methods to ensure only authorized personnel access to PII. Each EIV user must first have access to HUD's Web Access Secure Systems. Each EIV user must be re-certified to use the EIV System every April and October of the calendar year.
 - Technical: EIV Technical controls include, Encryption of Data at Rest, Firewall, Role-based Access Controls, Virtual Private Network (VPN), Encryption of Data in Transit, User ID and Password, and PIV Card.
 - Physical: EIV Physical controls include key cards, security guards and Identification badges. HUD will secure downloaded reports on HUD secure SharePoint site. PHAs, MFH Owners/Agents, and Contract Administrators

must secure downloaded data to a secure/locked space and/or cabinet. Computer terminals are secured in controlled areas which are locked when unoccupied. Access to automated records is limited to authorized personnel who must use a password to gain access to the system.

C. Administrative Safeguards

HUD and DNP will restrict access to the data exchanged and any data produced by the match to only those authorized employees and officials who require it to perform their official duties in connection with the authorized uses of the data outlined in this agreement. Additionally, both HUD and DNP will inform all personnel who have access to the exchanged data and any data generated by the match about the confidential nature of the data, the safeguards required to protect this data, and the civil and criminal penalties for non-compliance as stipulated in relevant Federal laws.

D. Physical Safeguards

Both HUD and DNP will store the matched data and any data created by the match in areas that are physically secure and protected from access by unauthorized individuals at all times (e.g., secured doors, access control systems, and biometric security measures). Only authorized personnel will handle or transport the matched data and any data generated by the match. HUD and DNP will implement physical security measures appropriate to the risk level identified in a risk-based assessment of the circumstances.

E. Technical Safeguards

HUD and DNP will process the matched data and any data generated by the match under the direct supervision and control of authorized personnel in a manner that ensures the confidentiality of the data, preventing unauthorized access via computer, remote terminal, or any other means. Systems personnel will be required to use personal identification numbers when accessing data on agency systems. Both HUD and DNP will strictly control access to those electronic data areas essential for authorized analysts to perform their official duties.

IX. INCIDENT REPORTING PROCEDURES

- A.** HUD and DNP 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):
- HUD Information Technology Services (HITS) 1-888-297-8689.
 - Fiscal Service IT Service Desk 304-480-7777.

- B.** If either HUD or DNP experience a loss of 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). HUD and DNP also 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 stakeholders (e.g., United States Computer Emergency Readiness Team, Information System Security Officers, 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.
- C.** 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:
- HITS 1-888-297-8689.

X. RECORDS USAGE DUPLICATION AND DISCLOSURE RESTRICTIONS

A. HUD acknowledges and agrees that:

1. Records provided to DNP by original source agencies remain the property of the original source agency and it is only pursuant to PIIA and M-18-20 that Fiscal Service maintains original source agency records within Treasury/Fiscal Service .017 system of records to carry out DNP matching program activities.
2. Records provided by DNP will not be used to extract information concerning individuals therein for any purpose not specified in this agreement.
3. Records provided by DNP will not be duplicated or disseminated within or outside HUD, except as required by federal law, without the written permission of DNP.
4. Access to match results from this matching program must be restricted to users (employees or contractors) who need to access Treasury's Working System for their official duties. HUD must evaluate which users require such access before the information is disclosed. If a user needs to know some

information that does not mean the employee needs to know all information provided to HUD. Access must be strictly limited to those with a need to know in order to perform a legitimate business function related to the purpose of this matching agreement.

XI. ACCURACY ASSESSMENTS

Through this matching agreement, HUD acknowledges that the information DNP provides is an accurate copy of the original source agency data. Any identified discrepancies in the data by either party to this matching agreement shall be referred immediately to the agency for which the record pertains for correction and a prompt refresh in Treasury's Working System.

XII. ACCESS BY THE OFFICES OF THE INSPECTORS GENERAL AND COMPTROLLER GENERAL

The Offices of the Inspectors General and the Comptroller General may have access to all records subject to this agreement as necessary in order to monitor or verify compliance with this agreement.

XIII. LIMITATIONS

The terms of this agreement are not intended to alter, amend, or rescind any current agreement or provision of federal law now in effect. Any provision of this agreement which conflicts with federal law is null and void.

XIV. CONTINGENCY CLAUSE

Matches under this agreement may be immediately discontinued if, at any time, DNP or HUD determines that either party has failed to perform any of the terms of this agreement.

XV. REIMBURSEMENT FUNDING

All work to be performed by DNP to execute this matching program via Treasury's Working System in accordance with this agreement will be performed in accordance with DNP legal agreements.

XIV. APPROVAL AND DURATION OF AGREEMENT

- A. Pursuant to PIIA, 31 U.S.C. 3354(d)(1)(C), this matching agreement, as executed by representatives of both agencies, approved by the respective agency DIBs, shall be valid for a period of less than 3 years from the effective date of the agreement.
- B. When this agreement is approved and signed by the Chairpersons of the respective DIBs, HUD, as the recipient agency, will submit the agreement and the proposed

public notice of the match as attachments in duplicate via a transmittal letter to OMB and Congress for review. The time period for review begins as of the date of the transmittal letter.

- C. HUD will forward the public notice of the proposed matching program for publication in the Federal Register as required by subsection (e)(12) of the Privacy Act, at the same time the transmittal letter is forwarded to OMB and Congress. The matching notice will clearly identify the record systems and category of records being used and state that the program is subject to review by OMB and Congress. A copy of the published notice shall be provided to DNP.
- D. This agreement shall be effective and the matching program may begin 30 days after HUD's publication pursuant to 5 U.S.C. 552a(e)(12) in the Federal Register.
- E. This agreement may be extended for not more than three (3) years HUD subject to the requirements of the Privacy Act and PIIA, including certification by the Parties to their respective DIBs that:
 - 1. The matching program will be conducted without change, and
 - 2. The matching program has been conducted in compliance with the original agreement.
- F. This agreement may be modified at any time by a written modification to this agreement that satisfies both Parties and is approved by the DIBs of the Parties. This agreement may be terminated at any time with the consent of the Parties. If either HUD or DNP does not want to continue this matching program, it should notify the other party of its intention to discontinue the matching program at least 90 days before the end of the then current period of the agreement. Either party may unilaterally terminate this agreement upon written notice to the other party requesting termination, in which case the termination shall be effective 90 days after the date of the notice, or at a later date specified in the notice, provided the expiration date does not exceed the original, or the extended completion date, of the match.

XV. PERSONS TO CONTACT

- A. The contact on behalf of DNP are:

Lisa Andre
Director, Office of Payment Integrity
Department of the Treasury
Office: (215) 516-8142
E-Mail: Lisa.Andre@fiscal.treasury.gov

Letitia Malloy
Senior Privacy Analyst, DNP Business Center
Department of the Treasury

Office: (202) 874-6971
E-Mail: Letitia.Malloy@fiscal.treasury.gov

B. The contact on behalf of HUD is:

Matching Agreement and Systems Operations Issues

Systems Security Issues

Gregg R. Kendrick Chief Information Security
Officer
451 7th Street, SW, Room 4254
Washington, DC 20410
Mobile: (202) 655-1437
Phone: (202) 404-7403
Fax: (202) 402-0027
Email: Gregg.R.Kendrick@hud.gov

Information Technology Issues

Renee Doppes, IMS/PIC and EIV
451 7th Street, SW
Washington, DC 20410
Enterprise Program Management Division (EPMD)
Office of the Chief Information Officer US Department of Housing and Urban
Development
Email: Renee.L.Doppes@hud.gov

Abdul-Hashim B Muhammad,
HIP 451 7th Street, SW
Washington, DC 20410
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Lanier M. Hylton, TRACS System Manager
Office of Housing
451 7th Street, SW, Room 6124
Washington, DC 20410
Phone: (202) 402-2510
Email: Lanier.M.Hylton@hud.gov

XVI. SIGNATURES

In witness whereof, the Parties hereby execute this agreement.

**DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT,
MULTIFAMILY HOUSING AND OFFICE OF PUBLIC AND INDIAN HOUSING
&
DEPARTMENT OF THE TREASURY
BUREAU OF THE FISCAL SERVICE
DO NOT PAY BUSINESS CENTER**

The authorized officials, whose signatures appear below, accept, and expressly agree to the terms and conditions expressed herein, confirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits his/her agency to the terms of this agreement.

Lisa M. Andre Digitally signed by Lisa M. Andre
Date: 2024.10.08 10:28:02 -04'00'

Date:

Lisa Andre
Director, Office of Payment Integrity Department of the Treasury
Office: (215) 516-8142
E-Mail: Lisa.Andre@fiscal.treasury.gov

Date:

David Ambrose
Chief Privacy Officer
Chief Security Officer, Bureau of the Fiscal Service Department of the Treasury
Office: (202) 874-6488
E-Mail: David.Ambrose@fiscal.treasury.gov

Dominique Blom Digitally signed by Dominique Blom
Date: 2024.08.14 10:49:50 -04'00'

Date:

Dominique G. Blom
General Deputy Assistant Secretary
Public and Indian Housing (PIH)
Department of Housing and Urban Development

JEFFREY LITTLE Digitally signed by JEFFREY LITTLE
Date: 2024.08.14 17:24:15 -04'00'

Jeffrey D. Little
General Deputy Assistant Secretary
Office of Housing
Department of Housing and Urban Development

Date:

DocuSigned by:
Gregg Kendrick

Gregg R. Kendrick
Chief Information Security Officer
Department of Housing and Urban Development

Date:

DocuSigned by:
Sairah Ijaz

Sairah Ijaz
Acting Chief Information Officer
Department of Housing and Urban Development

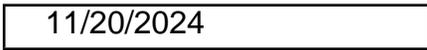
Date:

DEPARTMENT OF THE TREASURY

DATA INTEGRITY BOARD

The authorized official, whose signature appears below, accepts, and expressly agrees to the terms and conditions expressed herein, confirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits his/her agency to the terms of this agreement.

_____

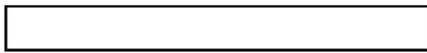
Date: 

Ryan Law Chairperson
Data Integrity Board
U.S. Department of the Treasury

**DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT DATA INTEGRITY BOARD**

The authorized officials, whose signature appears HUD below, accepts and expressly agrees to the terms and conditions expressed herein, confirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits his/her agency to the terms of this agreement.

_____

Date: 

Bradley S. Jewitt
Chairperson, Data Integrity Board
Department of Housing and Urban Development