

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

**SSA Match #1061**

**Effective: November 8, 2016**

**Expires: May 7, 2018**

**I. Purpose**

This computer matching agreement (agreement) sets forth the terms, conditions, and safeguards under which the Social Security Administration (SSA) will disclose information to the Department of Housing and Urban Development (HUD) to administer certain rental assistance programs. SSA match information enables HUD to verify Social Security numbers (SSN) for tenants (participants) of various rental assistance programs.

HUD, through public housing agencies (PHA) and private owners and management agents (O/A) (PHAs and O/As are collectively referred to as POAs) who administer HUD rental assistance programs, will compare the match results with other evidence to determine whether tenants have (1) reported complete and accurate income information and (2) received the appropriate amount of housing assistance. Additionally, HUD will verify the validity of SSNs for tenants who receive rental assistance.

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

1. HUD staff, POAs, independent public or private auditors (hired by HUD or POAs), and Contract Administrators (CA) will perform program oversight and monitoring, as well as audits.
2. After the removal of personal identifiers, HUD staff and HUD contractors will conduct analyses of tenant income reporting and outline the results in HUD's annual Quality Control for Rental Assistance Subsidies Determination (referred to as the QC Study).
3. Under the essential standard, HUD may disclose the results of the match for civil or criminal law enforcement investigation or prosecution if the match uncovers activity that warrants such disclosure. For example, HUD may release the match results to its Office of the Inspector General, which may use the information to investigate a particular match individual.
4. HUD may disclose Title II, Title XVI, and Title VIII information to POAs, CAs, Independent Public Auditors, entities, and authorized individuals associated with grievance procedures and judicial proceedings initiated as specified in this agreement, since such disclosures are essential to the matching program.

## **II. Legal Authority**

This agreement is executed in compliance with the Privacy Act of 1974 (5 United States Code (U.S.C.) § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, and the regulations and guidance promulgated thereunder.

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

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

Section 205(r)(3) of the Act (42 U.S.C. § 405(r)(3)) provides legal authority for SSA to disclose death data to Federal agencies to ensure proper payment of federally funded benefits. Pursuant to section 7213 of the Intelligence Reform and Terrorism Prevention Act of 2004 (IRTPA; Public Law (Pub. L.) No. 108-458), SSA includes death indicators in the agency's SSN verification systems for State agencies issuing driver's licenses and identity cards, and in other verification routines that SSA determines to be appropriate.

## **III. Definitions**

- A. "Applicant" means a person or family that has applied for housing assistance.
- B. "Contract Administrator" means the entity that enters into the contract with the owner and is responsible for monitoring performance by the owner. The contract administrator is a PHA in the case of private-owner/PHA projects and HUD in private-owner/HUD and PHA-owner/HUD projects (24 C.F.R. § 880.201).
- C. "Contractor/Agency" means a third-party entity in a contractual or similar relationship with HUD to act on the agency's behalf to administer, or assist in administering, the programs described in the agreement.
- D. "O/As" refer to HUD-approved private owners and management agents who administer various HUD rental assistance programs.
- E. "Public Housing Agency" (PHA) means any State, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that are authorized to engage or assist in the development or operation of low-income housing under the United States Housing Act of 1937 ( 24 C.F.R. § 5.100).
- F. "POAs" collectively refer to public housing agencies (PHA), private owners, and management agents (O/A) who administer various HUD rental assistance programs.

- G. "Participant" means an individual or a family that is qualified to receive or is receiving rental assistance under a HUD rental assistance program administered by a PHA or O/A (24 C.F.R. § 5.214).
- H. "Tenant" means an individual or a family renting or occupying an assisted dwelling unit.
- I. "Title II, Title XVI, and Title VIII" information means benefit and payment information contained in the SSA Master Beneficiary Record (Title II MBR), the Supplemental Security Income Record (Title XVI SSR), and the Special Veterans Benefits Record (Title VIII SVB).

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

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

1. HUD will transmit a finder file of tenant data for identified tenants to SSA via State Verification and Exchange System (SVES) and request a match to Title II, Title XVI, and Title VIII data. HUD certifies, through the terms of this agreement, that such disclosures are essential to this matching program.
2. Using SSA data for the identifier "hits," (a hit occurs when SSA matches an identifier provided by HUD with an identifier in an SSA system of records), HUD will compare the SSA information to the income information included in HUD's automated tenant files. The automated comparisons will provide HUD with an indicator of whether tenants have reported complete and accurate income. Where substantial disparities exist between tenant-reported income and SSA's data, HUD will distribute information to tenants or to POAs, when permitted under applicable law. The tenants and program administrators will take actions to resolve these differences.
3. HUD acknowledges that SSA's positive verification of a SSN only establishes that the submitted information matches the information contained in SSA's records, subject to the tolerances established in SSA's matching routine. The verification does not authenticate the identity of the individual or conclusively prove that the individual submitting the information is who he or she claims to be. When permitted by law, HUD may disclose information obtained from SSA to POAs regarding the reason(s) for SSN verification or failure.
4. The rental housing assistance programs covered under this computer matching agreement are as follows:
  - a. Disaster Housing Assistance Program
  - b. Public Housing
  - c. Section 8 Housing Choice Voucher

- d. Project-based Section 8
- e. New Construction
- f. State Agency Financed
- g. Substantial Rehabilitation
- h. Section 202/8
- i. Rural Housing Services Section 515/8
- j. Loan Management Set-Aside
- k. Property Disposition Set-Aside
- l. Section 101 Rent Supplement
- m. Section 202/162 Project Assistance Contract
- n. Section 202 Project Rental Assistance Contract (PRAC)
- o. Section 811 PRAC
- p. Section 236
- q. Section 236 Rental Assistance Program (RAP)
- r. Section 221(d)(3) Below Market Interest Rate
- s. Section 8 Moderate Rehabilitation
- t. Project-Based Voucher

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

**B. SSA's Responsibilities**

1. SSA, using SVES, will match identifiers (i.e., SSN, last name, and date of birth) from HUD's finder file with SSA Title II, Title XVI, and Title VIII data (including death data) for the purposes set forth in this agreement.
2. SSA will provide Title II, Title XVI, and Title VIII information to HUD based on routine uses in the applicable systems of records (SOR).
3. SSA will verify SSNs for the purposes set forth in this agreement.

## V. Justification and Anticipated Results

### A. Justification

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

Administrators of HUD rental assistance programs rely upon the accuracy of tenant-reported income to determine applicant and participant eligibility for, and level of, rental assistance payments. This match is designed to provide indicators of tenant unreported or under reported income.

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

### B. Anticipated Results

Benefits of the computer matching program for HUD include:

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

Using recent data, SSA has provided information that identified approximately 6,800 deceased recipients of potential HUD rental assistance. This effort resulted in a reduction of improper payments of over \$14.8 million, translating to a benefit of more than 26:1 savings for total program costs for FY 2016. Total costs for FY 2016 were \$567,000. (See Attachment: Cost Benefit Analysis)

## **VI. Description of Matched Records**

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

1. Master Files of Social Security Number (SSN) Holders and SSN Applications, Social Security Administration (SSA), 60-0058, last fully published December 29, 2010 (75 FR 82121) and amended on July 5, 2013 (78 FR 40542) and February 13, 2014 (79 FR 8780).
2. Master Beneficiary Record, Social Security Administration, Deputy Commissioner for Systems, Office of Retirement and Survivors Insurance System (ORSIS), 60-0090, last fully published on January 11, 2006 (71 FR 1826) and amended on December 10, 2007 (72 FR 69723) and July 5, 2013 (78 FR 40542).
3. Supplemental Security Income Record and Special Veterans Benefits, Social Security Administration, Office of Systems, Office of Disability and Supplemental Security Income Systems (ODSSIS), 60-0103, last fully published on January 11, 2006 (71 FR 1830) and amended December 10, 2007 (72 FR 69723).

SSA has the appropriate routine uses to disclose information to HUD.

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

1. Tenant Rental Assistance Certification System (TRACS) covered under HUD's Tenant Housing Assistance and Contract Verification Data System (HUD/H-11), published on March 13, 1997 (62 FR 11909).
2. Inventory Management System (IMS), also known as the Public and Indian Housing (PIH) Information Center (PIC) (HUD/PIH.01), published on April 13, 2012 (77 FR 22337).
3. Enterprise Income Verification (EIV) System (HUD/PIH-5), published on September 1, 2009 (74 FR 45235).

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

1. HUD will provide SSA with the following information for each individual for whom HUD requests information:
  - a. First name;
  - b. Last name;
  - c. SSN; and
  - d. Date of birth.
2. SSA will provide HUD with the following information for each individual for whom HUD requests information:

- a. Verification of SSN; and
- b. The amount of monthly benefits for each recipient of Title II, Title XVI, and Title VIII benefits.

D. Number of Records Involved

HUD matches approximately 4.6 million records monthly. HUD estimates the same request rate for FY 2017.

SSA returns approximately 4.6 million records monthly.

E. Frequency of Matching

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

**VII. Accuracy Assessments**

The SSA Enumeration System database (Master Files of Social Security Number (SSN) Holders and SSN Applications System) used for SSN matching is 99 percent accurate based on SSA's Office of Quality Review "FY 2014 Enumeration Accuracy Report (published May 7, 2015)."

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

**VIII. Procedures for Individualized Notice**

A. HUD

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

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

B. SSA

SSA will notify all individuals who apply for benefits that SSA will conduct matching programs. SSA's notice consists of appropriate language printed on its application forms for a Social Security card, Social Security benefits and Supplemental Security Income payments. SSA issues, or makes available, separate handouts and periodic mailings with appropriate language pertaining to computer matching. SSA provides periodic notification in a variety of ways, e.g., the mid-year mailer that requests earnings estimates from beneficiaries and the annual cost-of-living adjustment notice both include computer matching notification.

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

A. Verification Procedures

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

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

B. Opportunity to Contest

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

1. Any adverse findings made on the basis of the verified information.
2. Notification that the tenants may contest the findings.



3. Notification that adverse actions shall not commence until after 30 days from the notification date of adverse findings.

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

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

SSA will destroy the data that HUD provides within 30 to 90 days after SSA completes processing and sends data to HUD. SSA will also delete electronic data within the same 30 to 90 days. Any identifiable records created by SSA in the course of the matching operation will be destroyed or retired in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

**XI. Records Usage, Duplication, and Redisclosure Restrictions**

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

- A. SSA and HUD will use and access the data only for the purposes described in this agreement.
- B. HUD may redisclose the Title II, Title XVI, and the Title VIII discrepant information to POAs and tenants identified in the match.
- C. SSA and HUD will not use the data to extract information concerning individuals therein for any purpose not specified by this agreement.
- D. SSA and HUD will not duplicate or disseminate the data, within or outside their respective agencies, without the written permission of the other agency, except as required by Federal law. SSA and HUD will not give such permission unless the law requires disclosure or the disclosure is essential to the matching program. For such permission, the agency requesting permission must specify in writing what data they are requesting be duplicated or disseminated and to whom, and the reasons that justify such duplication or dissemination.

**XII. Security Procedures**

SSA and HUD will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. §§ 3541-3549, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular A-130, Management of Federal Information Resources

(July 28, 2016), and Memorandum M-06-16, Protection of Sensitive Agency Information (June 23, 2006); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize and will implement the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency. Both agencies are responsible for oversight and compliance of their contractors and agents.

#### A. Incident Reporting

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

#### B. Breach Notification

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

#### C. Administrative Safeguards

SSA and HUD will restrict access to the data matched and to any data created by the match to only those authorized employees and officials who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and HUD will advise all personnel who have access to the data matched

and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

D. Physical Safeguards

SSA and HUD will store the data matched and any data created by the match in an area that is physically and technologically secure from access by unauthorized persons at all times. Only authorized personnel will transport the data matched and any data created by the match. SSA and HUD will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

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

F. Application of Policies and Procedures

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

G. Onsite Inspection

SSA and HUD have the right to monitor the other agency's compliance with FISMA and OMB M-06-16 requirements. Both agencies have the right to make onsite inspections for auditing compliance, if necessary, for the duration or any extension of this agreement.

**XIII. Comptroller General Access**

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

**XIV. Reimbursement**

SSA will collect funds from HUD during fiscal year (FY) 2017 through the Intra-Governmental Payment and Collection (IPAC) system on a quarterly basis, sufficient to reimburse SSA for the costs it has incurred for performing services through the date of billing. SSA will mail a copy of the IPAC billing and all original supporting documentation to HUD at Department of Housing and Urban Development, Office of the Chief

Procurement Officer, 451 7th Street, SW, Room 5256, Washington, DC 20410-3100, no later than five (5) calendar days following completion of the IPAC transaction. At least quarterly, but no later than 30 days after an accountable event, SSA will provide HUD with a performance report (e.g., a billing statement) that details all work performed to date. Additionally, at least quarterly, SSA and HUD will reconcile balances related to revenue and expenses for work performed under the agreement.

This agreement does not authorize SSA to incur obligations through the performance of the services described herein. Only the execution of Form SSA-1235, Agreement Covering Reimbursable Services, authorizes performance of such services. SSA may incur obligations by performing services under a reimbursable agreement only on a FY basis. Accompanying this agreement is an executed Form SSA-1235 that provides authorization for SSA to perform services under this agreement in FY 2017. SSA's ability to perform work beyond FY 2017 is subject to availability of funds.

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

### **A. Effective Date**

The effective date of this agreement is November 08, 2016, provided that the following notice periods have lapsed: 30 days from the date HUD publishes a Computer Matching Notice in the Federal Register; 40 days from the date of the matching program notice that is sent to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A); and 40 days from the date of the matching program notice that is sent to OMB.

### **B. Duration**

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

### **C. Renewal**

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

1. The matching program will be conducted without change;
2. HUD and SSA have conducted the matching program in compliance with the original agreement; and
3. HUD and SSA have no reason to believe that the certification is inaccurate.

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

### **D. Modification**

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

#### E. Termination

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

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

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

#### **XVI. Disclaimer**

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

#### **XVII. Dispute Resolution**

Disputes related to this agreement will be resolved in accordance with instructions provided in the [Treasury Financial Manual \(TFM\) Volume I, Intragovernmental Business Rules Bulletin \(http://www.fms.treas.gov/tfm/vol1/bull.html\)](http://www.fms.treas.gov/tfm/vol1/bull.html).

#### **XVIII. Persons to Contact**

##### A. SSA Contacts

##### **Agreement Issues**

Sheila Maldonado, Government Information Specialist  
Disclosure and Data Support Division  
Office of Privacy and Disclosure  
Office of the General Counsel  
6401 Security Boulevard, 617 Altmeyer

Baltimore, MD 21235  
Telephone: (410) 966-2505  
Fax: (410) 966-4304  
Email: [Sheila.Maldonado@ssa.gov](mailto:Sheila.Maldonado@ssa.gov)

**Computer Systems Issues**

Robert Foyles, Branch Chief  
Office of Earnings, Enumeration, and Administrative Systems  
Division of Information, Verification and Exchange Services  
Data Exchange Branch  
6401 Security Boulevard, 3-A-3 Robert M. Ball Building  
Baltimore, MD 21235  
Phone: (410) 966-0464  
Fax: (410) 966-3147  
Email: [Robert.Foyles@ssa.gov](mailto:Robert.Foyles@ssa.gov)

**Systems Security Issues**

Michael G. Johnson, Director and Systems Security Contact  
Office of Compliance and Oversight  
Office of Information Security  
Office of Systems  
3827 Annex Building  
6401 Security Boulevard  
Baltimore, MD 21235  
Telephone: (410) 965-0266  
Fax: (410) 597-0845  
Email: [Michael.G.Johnson@ssa.gov](mailto:Michael.G.Johnson@ssa.gov)

**Data Exchange Liaison**

Fern Parson-Hill, HUD Data Exchange Liaison  
Office of Data Exchange  
Office of Data Exchanges and Policy Publications  
Office of Retirement and Disability Policy  
6401 Security Boulevard, 4-C-7-D Annex Building  
Baltimore, MD 21235  
Telephone: (410) 965-3697  
Email: [Fern.Parson-Hill@ssa.gov](mailto:Fern.Parson-Hill@ssa.gov)

B. HUD Contacts

**Matching Agreement and Systems Operations Issues**

Larry R. Tipton, EIV Program Manager  
Office of Public and Indian Housing  
Real Estate Assessment Center (REAC)  
550 12th Street, SW, Room PCFL1  
Washington, DC 20410  
Phone: (202) 475-8601

Fax: (202) 485-0288  
Email: [Larry.R.Tipton@hud.gov](mailto:Larry.R.Tipton@hud.gov)

**Systems Security Issues**

Carlos Segarra, Chief Information Security Officer  
Office of the Chief Information Office  
451 7th Street, SW, Room 4156  
Washington, DC 20410  
Phone: (202) 402-4407  
Fax: (202) 402-1002  
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**Information Technology Issues**

Patrick Evans, Acting Information Technology Director  
Office of Public and Indian Housing  
Real Estate Assessment Center  
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Ted Taylor, IT Project Manager  
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Real Estate Assessment Center  
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Claude L. Jenkins, TRACS System Manager  
Office of Housing  
451 7th Street, SW, Room 6128  
Washington, DC 20410  
Phone: (202) 402-2859  
Email: [Claude.L.Jenkins@hud.gov](mailto:Claude.L.Jenkins@hud.gov)

**XIX. Integration Clause**

This agreement and the accompanying Form SSA-1235 constitute the entire agreement of the parties with respect to its subject matter and supersede all other data exchange agreements between the parties that pertain to the disclosure of the specified HUD data made between HUD and SSA for the purposes described in this agreement. SSA and HUD have made no representations, warranties, or promises made outside of this agreement. This agreement will take precedence over any other documents that may be in conflict with it.

**XX. Authorized Signatures**

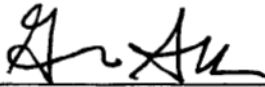
The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this agreement.

**Social Security Administration**



Date: 9/7/16

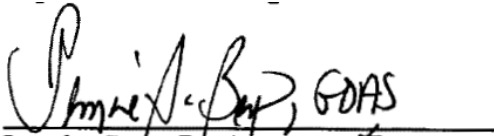
Mary Ann Zimmerman  
Acting Deputy Executive Director  
Office of Privacy and Disclosure  
Office of the General Counsel



Date: 9/22/16

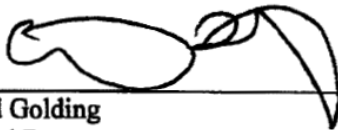
Glenn Sklar  
Acting Chair, Data Integrity Board

**Department of Housing and Urban Development**



Date: 8/24/16

Lourdes Castro Ramirez  
Principal Deputy Assistant Secretary  
for Public and Indian Housing  
~~Department of Housing and Urban Development~~



Date: 9/1/2016

Edward Golding  
Principal Deputy Assistant Secretary for Housing  
Federal Housing Commissioner  
Office of Housing  
Department of Housing and Urban Development



Date: 9/27/2016

Helen Goff Foster  
Chairperson, Data Integrity Board  
Department of Housing and Urban Development

Attachment: Cost Benefit Analysis



## **Appendix 1**

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

#### **I. Purpose and Definitions**

##### A. Purpose

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

##### B. Definitions

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

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

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

#### **II. Procedures for Security**

##### A. Safeguards

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

##### 1. Access Authorization

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

##### 2. Access Controls

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

##### 3. Security Administration

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

#### 4. Records Storage

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

#### 5. Authorized Supervision and Control

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

#### 6. Compliance with Confidentiality Safeguards

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

### B. Reviews and Audits

1. SSA may make onsite inspections or make other provisions to ensure that HUD is maintaining adequate safeguards.
2. SSA schedules reviews as frequently as necessary, but will conduct a review at least once during the life of the agreement. SSA can conduct an unannounced review at any time.
3. Scheduled reviews will use a sample of HUD queries and the related matched records. Unscheduled reviews will be conducted if unexpected or unexplained changes in access patterns occur (e.g., a marked increase in the volume of queries).
4. The HUD or SSA Office of the Inspector General or the Government Accountability Office may conduct reviews.
5. SSA will also audit selected transactions to ensure that there is a valid claim that requires SSA data.

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