

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

SSA Match #1061

I. Purpose

This Computer Matching Agreement (agreement) sets forth the terms, conditions, and safeguards under which the Social Security Administration (SSA) will disclose information to the Department of Housing and Urban Development (HUD) to administer certain rental assistance programs. SSA will provide HUD Social Security number (SSN) verifications and Title II, Title XVI, and Title VIII benefit information. HUD will use this information to verify tenants (participants) eligibility in various rental assistance programs.

HUD, through public housing agencies (PHA), 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 that HUD maintains in its systems of records to its Office of the Inspector General, which may use the information to investigate a particular matched individual.

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

II. Legal Authority

This agreement is executed in compliance with the Privacy Act of 1974 (5 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 C.F.R. § 5.216).

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

Section 205(r)(3) of the Act (42 U.S.C. § 405(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 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, as described in Section VI. C. 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 will not direct individuals to SSA field offices to obtain data that HUD is authorized to receive under this agreement. Where disparities exist between individual-supplied data and SSA’s data, HUD will take, or advise POAs to take, the following steps before referring the individual to an SSA field office:
 - Check its records to be sure that the data of the original submission has not changed (e.g., last name recently changed);
 - Contact the individual to verify the data submitted is accurate, and;

- Consult with the SSA Contact to discuss options before advising individuals to contact SSA for resolution.
4. HUD acknowledges that SSA's positive verification of an SSN only establishes that the submitted information matches the information contained in SSA's records, subject to the tolerances established in SSA's matching routine. The verification does not authenticate the identity of the individual or conclusively prove that the individual submitting the information is who he or she claims to be. When permitted by law, HUD may disclose information obtained from SSA to POAs regarding the reason(s) for SSN verification or failure.
 5. The rental housing assistance programs covered under this 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 identities (i.e., SSN, last name, first name, and date of birth (DOB)) from HUD's finder files 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 receive rental assistance; and
7. Reducing administrative costs associated with manual income verifications.

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

VI. Description of Exchanged Records

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

1. Master Files of Social Security Number (SSN) Holders and SSN Applications, 60-0058, last fully published December 29, 2010 (75 Fed. Reg. 82121) and amended on July 5, 2013 (78 Fed. Reg. 40542), February 13, 2014 (79 Fed. Reg. 8780), and July 3, 2018 (83 FR 31250 and 83 FR 31251).
2. Master Beneficiary Record, 60-0090, last fully published on January 11, 2006 (71 Fed. Reg. 1826) and amended on December 10, 2007 (72 Fed. Reg. 69723) and July 5, 2013 (78 Fed. Reg. 40542).
3. Supplemental Security Income Record and Special Veterans Benefits, 60-0103, last fully published on January 11, 2006 (71 Fed. Reg. 1830) and amended December 10, 2007 (72 Fed. Reg. 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 Fed. Reg. 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 Fed. Reg. 22337).
3. Enterprise Income Verification (EIV) System (HUD/PIH-5), published on September 1, 2009 (74 Fed. Reg. 45235).

C. Specified Data Elements

1. HUD will provide SSA with the following information for each individual for whom HUD requests information:

- a. First name
 - b. Last name
 - c. SSN
 - d. DOB
2. SSA will provide HUD with the following information for each individual for whom HUD requests information:
- a. The amount of monthly benefits for each recipient of Title II, Title XVI, and Title VIII benefits
 - b. SSN match/no match response
 - c. In the case of a “no match”, the reason for the no match response in the form of an error code

D. Number of Records Involved

HUD matches approximately 6.5 million records monthly. HUD estimates the same request rate for FY 2019.

SSA returns approximately 4 million records monthly.

E. Frequency of Matching

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

VII. Accuracy Assessments

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

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

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

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

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

VIII. Procedures for Individualized Notice

A. HUD

HUD, through its POAs, will notify all 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 Fed. Reg. 14632).

Each adult member of the household receives an individual notice at initial certification (or examination) and at each recertification (or reexamination). Each adult member of the household must sign an Authorization for the Release of Information (Form HUD-9886 or Form HUD-9887) or an equivalent consent form that meets the criteria specified at 24 C.F.R. § 5.230. HUD may deny housing assistance if an adult household member fails to sign an authorization form. The forms incorporate the requirements of 42 U.S.C. § 3544(b) and provide 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, such as the mid-year mailer that requests earnings estimates from beneficiaries and the annual cost-of-living adjustment notice.

IX. Verification Procedure and Opportunity to Contest

A. Verification Procedures

HUD or POAs will take no adverse action regarding individuals identified through the matching process solely based on information that HUD obtains from 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 Rediscovery 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. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular A-130, *Managing Information as a Strategic Resource* (July 28, 2016) and Memorandum M-17-12 *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize, and will implement, the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

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

- A. Loss Reporting

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

B. Breach Notification

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

C. Administrative Safeguards

SSA and HUD will restrict access to the data matched and to any data created by the match to only those authorized 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 (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the data matched and any data created by the match. SSA and HUD will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

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

F. Application of Policies and Procedures

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

G. Security Assessments

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

XIII. Comptroller General Access

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

XIV. Reimbursement

SSA will collect funds from HUD up to the amount specific in the Form SSA-1235 for the applicable fiscal year through the Intra-Governmental Payment and Collection (IPAC) system on a quarterly basis, sufficient to reimburse SSA for the costs it has incurred for performing services through the date of billing. SSA will mail a copy of the IPAC billing and all original supporting documentation to HUD at Department of Housing and Urban Development, Office of the Chief Procurement Officer, 451 7th Street, SW, Room 5256, Washington, DC 20410-3100, no later than five (5) calendar days following completion of the IPAC transaction. At least quarterly, but no later than 30 days after an accountable event,

SSA will provide HUD with a performance report (e.g., a billing statement) that details all work performed to date. Additionally, at least quarterly, SSA and HUD will reconcile balances related to revenue and expenses for work performed under the agreement.

This agreement does not authorize SSA to incur obligations through the performance of the services described herein. 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 fiscal year basis. Accordingly, accompanying this agreement is an executed Form SSA-1235 that provides authorization for SSA to perform services under this agreement in FY 2019. Because this agreement spans multiple fiscal years, SSA will prepare a new Form SSA-1235 at the beginning of each succeeding fiscal year that this agreement remains in effect. Both parties must sign such this form for the applicable fiscal year before commencing performance of services for that fiscal year. SSA's ability to perform work beyond FY 2019 is subject to availability of funds.

XV. Duration, Modification, and Termination

A. Effective Date

The effective date of this agreement is May 8, 2019, provided that SSA reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016), and SSA published notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(12).

B. Duration

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

C. Renewal

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

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

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

D. Modification

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

E. Termination

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

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

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

XVI. Disclaimer

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

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

XVII. Dispute Resolution

Disputes related to this Agreement will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, *Intragovernmental Transaction Guide*.

XVIII. Persons to Contact

A. SSA Contacts

Agreement Issues

Shawn Murphy, Government Information Specialist
Electronic Interchange & Liaison Division
Office of Privacy and Disclosure
Office of the General Counsel
6401 Security Boulevard, 617 Altmeyer
Baltimore, MD 21235
Telephone: (410) 965-8210
Email: Shawn.Murphy@ssa.gov

Computer Systems Issues

Mark Wicker
Acting Branch Chief DBIA/Data Exchange and Verification Branch Office of IT
Programmatic Business Support
Office of Systems
3108 (3-E-1) Robert M. Ball Building
6401 Security Boulevard, Baltimore, MD 21235
Phone: (410) 594-2102
Fax: (410) 966-3147
Email: Mark.Wicker@ssa.gov

Security Issues

Jennifer Rutz, Director
Office of Information Security
Division of Compliance and Assessments
Suite 3208 Annex
6401 Security Boulevard
Baltimore, MD 21235
Phone: (410) 966-8253
Fax: (410) 597-0845
Email: Jennifer.Rutz@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-B-8-A Annex Building
Baltimore, MD 21235
Telephone: (410) 966-3697
Email: Fern.Parson-Hill@ssa.gov

B. HUD Contacts

Matching Agreement and Systems Operations Issues

Stevenson A. Bolden
Financial Analyst
Office of Public and Indian Housing
Real Estate Assessment Center (REAC)
550 12th Street SW, Suite 100
Washington, DC 20410
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Email: Steve.A.Bolden@hud.gov

Systems Security Issues

Tracy Bigesby, Acting Chief Information Security Officer
Chief Information Security Staff
451 7th Street, SW, Room 4156
Washington, DC 20410
Phone: (202) 402-3616
Fax: (202) 402-0027
Email: Tracy.K.Bigesby@hud.gov

Alternate System Security Contact

John Bravacos, Acting Chief Privacy Officer
Phone: (202) 708-3054

Information Technology Issues

Kevin Portanova, Acting Information Technology Director
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451 7th Street, SW, Room 6116
Washington, DC 20410
Phone: (202) 402-6093
Email: Princess.L.Martin@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.

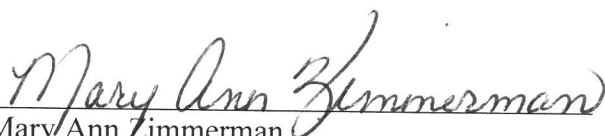
Electronic Signature Acknowledgement: By clicking the [SIGN] button, you are signing the document electronically. You agree that your electronic signature has the same legal validity and effect as your handwritten signature on the document, and that it has the same meaning as your handwritten signature.

Social Security Administration



Date: 9-26-18

Monica Chyn
Acting Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel




Date: 1/14/2019

Mary Ann Zimmerman
Acting Chair
Data Integrity Board
Office of Privacy and Disclosure
Office of the General Counsel

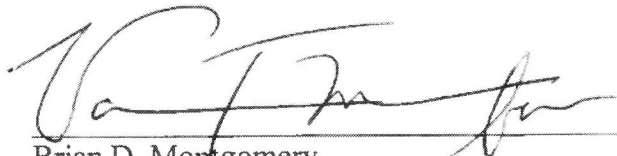
Electronic Signature Acknowledgement: By clicking the [SIGN] button, you are signing the document electronically. You agree that your electronic signature has the same legal validity and effect as your handwritten signature on the document, and that it has the same meaning as your handwritten signature.

Department of Housing and Urban Development



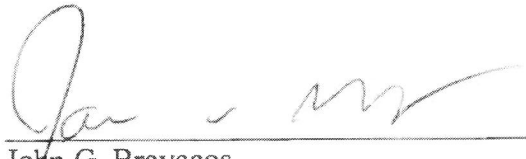
Dominique Blom
General Deputy Assistant Secretary
Office of Public and Indian Housing
Department of Housing and Urban Development

Date: 10/23/18



Brian D. Montgomery
Assistant Secretary for Housing-Federal
Housing Commissioner
Department of Housing and Urban Development

Date: 11/09/2018



John G. Bravacos
Chairperson, Data Integrity Board
Department of Housing and Urban Development

Date: 11/9/2018



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. 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.

**COST-BENEFIT ANALYSIS IN SUPPORT OF
THE COMPUTER MATCHING AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
AND THE SOCIAL SECURITY ADMINISTRATION (SSA)**

BACKGROUND:

The purpose of this cost benefit analysis (CBA) is to provide an assessment of the benefits attained through the computer matching program between HUD's Office of Public and Indian Housing (PIH), HUD's Office of Multifamily Housing (MFH) Programs and the Social Security Administration (SSA). To accomplish this, HUD's Enterprise Income Verification (EIV) System electronically compares tenant data acquired from PIH's Inventory Management System (IMS) and MFH's Tenant Rental Assistance Certification System (TRACS) to preform data matching comparisons with the SSA to measure what is voluntarily reported by families receiving HUD rental assistance against data maintained in the SSA database. HUD and SSA have executed computer matching agreements (CMA) since 2004. This document is in support of a new CMA agreement, to be executed during October 2018.

This document is intended to satisfy the requirement found in Section 552a(u)(4)(A) of the Privacy Act that requires the Secretary of HUD and the Secretary of SSA to evaluate the costs and benefits of the proposed disclosure. [5 U.S.C. 552a(u)(4)(A)]. This CBA addresses all four key elements identified in Government Accountability Office (GAO) report GAO-14-44 issued January 2014. The four key elements of a CBA include sub-elements as shown below, which are explained in detail in GAO/PEMD-87-2 issued November 1986 (see also GAO/PEMD-94-2 issued October 1993).

The HUD interface with SSA represents a cooperative effort between SSA and HUD to prevent rental assistance overpayments. HUD uses the data from SSA to ensure rental assistance recipients correctly report payments or benefits they receive from SSA, as well as the actual number of persons in their households, since these factors affect the amount of rental assistance HUD may authorize. The use of CMA data is critical when validating tenant information during family interim and annual reexaminations.

The computer matching operation is conducted monthly, with HUD furnishing SSA a batch file of rental recipients' names, dates of birth, and Social Security numbers (SSN) via the State Verification and Exchange System (SVES). In turn, SSA attempts to match this data to information in their records and provides HUD with an SSN verification for each recipient matched. Each verification includes a confirmation of name, date of birth, and death indicator, if present on the record, as well as benefit payment information, when applicable.

The information SSA supplies HUD through this agreement has a direct impact on the amount of rental assistance for which recipients may qualify and provides HUD with information regarding potential overpayments or improper payments. In particular, this match effectively and efficiently identifies and prevents improper overpayments based on unreported deaths that occur within the rental recipient household, either from the death of the head of household or a family

member. Thus, while all data provided by SSA helps HUD prevent improper payments, this CBA will focus on the cost efficacy of preventing improper payments to deceased individuals and individuals with false social security numbers.

The HUD Enterprise Income Verification team pulls the rental recipient's name and SSN from HUD's Public and Indian Housing Information Center for all members of a household regardless of whether they are in public housing, multifamily private housing, or part of the housing voucher program. This universe of HUD rental recipients is approximately 2 million households totaling over 6 million individuals.

The data is returned by batch file from SSA via SVES with the results incorporated into the EIV system. This information is then made accessible to over 3,400 housing agencies that administer HUD's rental assistance programs.

HUD's rental housing assistance programs are administered on HUD's behalf by third-party program administrators, including public housing agencies (PHA), public and private project owners, and contracted management agents. In the programs examined, eligible tenants are generally required to pay 30 percent of their adjusted income toward shelter costs (rent plus utilities), with HUD subsidizing the balance of the rental payment. New program applicants are required to provide certain information on household characteristics, income, assets, and expenses that is used to determine what rent they should pay. Existing tenants are required to recertify this information annually and, in some circumstances, when there are significant changes in household income or composition. Applicant or tenant failure to correctly report income may result in HUD's over or underpayment of housing assistance. The failure of the responsible program administrator to correctly interview the tenant or process and calculate the tenant's rental assistance may also result in HUD's over or underpayment of housing assistance.

To assist with verification of applicant and tenant provided information, data acquired from HUD's PIH Inventory Management System (IMS) and MF TRACS Systems is used to perform data matching with SSA to acquire SS/SSI benefits data and other relevant information crucial to the administration of HUD rental assistance programs. With this, EIV provides a variety of reports including those summarizing tenant household income, comparing the tenant's projected income to EIV data, validating tenant Identification information, identifying tenants with multiple benefits and identifying HUD program participants who are deceased. These reports are used not only by the PHAs and owner/agents (O/A) but also by Headquarters (HQ) and Field Office (FO) personnel reviewing the performance of the PHAs and O/As. In addition, for MF Housing, there is oversight by contract administrators (CAs) such as performance-based contract administrators (PBCAs) and traditional contract administrators (TCAs) who also use EIV reports. Finally, Congressional Committees, HUD Office of Inspector General (OIG) investigators and auditors use EIV reports.

Also, using the EIV System integrated with CMA data streamlines the income verification process which results in less administrative burden in complying with third party verification requirements. Which in turn, will benefit PHAs, tenants, taxpayers and applicants by ensuring that the level of benefits provided on behalf of families is proper and will prevent fraud, waste and abuse within HUD subsidized housing programs. Use of the EIV System by PHAs, owners, management agents, and contract administrators became mandatory effective January 31, 2010.

COSTS

Key Element 1: Personnel Costs

Recipient Agency - Staffing for EIV is made up of 13 full time government staff dedicated to working with the EIV System and the report information contained within. There is also a contingent IT staff that devotes a small portion of time to the EIV System maintenance. All staff salaries vary according to actual step levels. IT staff work on other projects so only a portion of their time/salary is allotted to EIV. Approximately \$1.5 million can be attributed to Personnel Costs.

Staffing	# of Staff	Position	Total
EIV	1	GS-15	\$152,760
EIV	2	GS-14	\$274,316
EIV	9	GS-13	\$993,256
EIV	1	GS-09	\$59,983
EIV-IT	2	GS-13	158386
		Total	\$1638701

Clients – N/A

Third Parties – N/A

General Public – N/A

Key Element 2: Agencies' Computer Costs

Recipient Agency - HUD's Computer Cost is approximately \$1,545,000 which is a combination of various access and user fees that are paid for the CMA data matching along with a proportional charge for system burden based on the HUD IT infrastructure budget. There is no other outside public agency fee involved with this matching agreement. There is no charge for external use to HUD's stakeholders, in this case the PHAs, who administer HUD's rental assistance programs.

BENEFITS

Key Element 3: Avoidance of Future Improper Payments

Recipient Agency - The primary category of improper payments within HUD's rental assistance programs takes the form of either overpayments or underpayments to rental recipients. Timely and current data is critical to accurately assess the veracity of information reported by rental applicants. Actual program data gleaned from EIV as of May 2018 was used in this analysis.

Approximately 53,000 deceased household members in HUD's public housing and voucher rental assistance programs are identified each year as deceased. Even though this is significantly less than 1% of the rental recipient households, the amount of money represented is significant. A one-person difference in a household translates to an average of \$180 in rental assistance per month. Assuming the difference in household composition would remain unreported or undetected for 12 months (due to a minimum annual mandatory recertification), the amount of improper payments would exceed \$114 million for the year (53,000 individuals x \$180 dollars per month x 12 months of a year).

In addition to this, there are an estimated 23,000 Deceased Single Member Households that are identified within the EIV System. If undetected for 12 months the amount of improper payments would exceed \$188 million annually (23,000 individuals x \$682.00 Overall Average Assistance Payment x 12 months). June 2018 EIV System data and PIC Budget Related Averages Report was used in this analysis.

If one were to count the approximately 35,000 applicants who fail the SSA match due to fraudulence or negligence (incorrect SSN submitted) the savings could be interpreted to be almost \$78 million (36,000 individuals x \$180 dollars per month x 12 months of a year). There are an additional 45,000 applicants that fail identity pre-screening that may involve various factors such as poor personal identification or an obviously false SSN that would be eliminated before being checked by the match in the system and not counted in the totals.

When all cost savings are added together, $(\$114 \text{ m} + \$78 \text{ m} + 188 \text{ m}) / (1.639 \text{ m} + 1.545 \text{ m})$ there is a total cost benefit of approximately \$119 saved for every \$1 spent.

SSA monetary benefits are also identified with the matching. This is important because there is an average of over \$3 billion of income discrepancy not reported by HUD rental recipients. This negatively impacts improper payments because HUD rental assistance is based on the recipient's income. If the level of income is misrepresented this could be a factor causing HUD to provide more rental assistance than should be allowed i.e., overpaying.

In addition, there are intangible benefits that incur to both agencies with the matching program. When one examines the protocol for a potential beneficiary applying for HUD rental assistance, less staff time is expended within both the SSA field office, the housing agency office and with the HUD headquarters personnel. There is less walk-in traffic for SSA personnel to service by not having to provide certification documentation, less processing time for housing agency personnel to verify documentation and less time expended by HUD headquarters in validating the housing operations servicing the program. A conservative estimate for these benefits would be in the millions of dollars related to savings in employee salary expenditures.

Utilizing the data from SSA, HUD can develop a risk-based assessment of housing agency performance of intake processing protocols that could lead to a change in policies or procedures.

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Utilizing the data from SSA, HUD can develop a risk-based assessment of housing agency performance of intake processing protocols that could lead to a change in policies or procedures.

This can also lead to more accurate tenant assessments through either threats of sanctions or establishing a corrective action plan. HUD can also establish a methodology to extrapolate and estimate error rates across housing agencies based on size and demographics.

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;
2. Increasing the availability of rental subsidies to individuals who meet the requirements of the housing assistance programs by not overpaying;
3. Determining the appropriate level of rental subsidies;
4. Identifying and recovering overpayments of rental subsidies;
5. Deterring future abuses in rental subsidy programs;
6. Ensuring that only valid tenants receive rental assistance; and
7. Reduced administrative costs associated with manual verifications.

Clients – Using the CMA data as an upfront income verification technique is valuable in validating tenant-reported income as well as streamlining the PHAs income verification process. This results in less administrative burden in complying with third party verification requirements. Additionally, the information will help to identify and cure inaccuracies in housing subsidy determinations and reduce administrative and subsidy payment errors which in turn will benefit both PHAs and tenants. This allows more available funding and opportunities for very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market.

Key Element 4: Recovery of Improper Payments and Debts

Recipient Agency - HUD also uses EIV in the recovery of Improper Payments and the maintenance of Debts Owed. HUD's EIV System has a Debts Owed and Adverse Information Module that is used to record, track and maintain a national repository of debts owed to PHAs, Section 8 landlords, and Multifamily Housing O/A's and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. At the conclusion of a family's rental assistance participation, HUD requires PHAs and O/A's to collect and record any debt owed by the family (all members 18 years of age and older) and report any adverse information that may have aided in the termination of the family or member. With this, PHA's are required to record:

- Amount of any balance a family owes the PHA or Section 8 landlord (up to \$500,000) and provide an explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
- Whether or not the family has entered into a repayment agreement for the amount owed the PHA; and

- Whether or not the family has defaulted on a repayment agreement; and
- Whether or not the PHA has obtained a judgment against the family; and
- Whether or not the family has filed for bankruptcy; and
- The negative reason(s) for the family's end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

Debts Owed and Termination information is maintained in the EIV System for a period of up to ten (10) years from the end of participation date or such other period consistent with State Law. HUD Program Administrators will have access to this information during the time of application for rental assistance and for use during mandatory reexamination of family income and composition. This information will be used to validate existing program participants household income and to screen program applicants. With use of the EIV module, PHAs will be alerted of an applicant's prior program history, may it be a debt owed (in any state or U.S. territory) or negative information which led to the family's termination, when the family voluntarily or involuntarily exited the program. This information may be used to determine a family's suitability for initial or continued rental assistance and to assist with the avoidance of providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information in the EIV Debts Owed Module is accurate, program administrators may terminate current rental assistance participants or deny future request for HUD rental assistance, in accordance with established policies. With this, as program administrators, and in accordance with a PHAs policies, the PHA has discretion when dealing with its rental recipients. Since applicants and tenants are required to sign an EIV Debts Owed and Terminations acknowledgement form (Form HUD 9886), use of the SSA information via this CMA has assisted HUD with pursuing a "good citizen" program with its rental recipients. By informing applicants and participants of the EIV data, where it comes from and how it will be used, this has assisted many to abide with the rules by correctly reporting income and household composition.

Recapture audits are conducted at least annually based on the payment history to the housing agencies. Depending on other risk factors, they are also conducted on an ongoing basis for selected housing agencies. Recovery of any overfunded payments to housing agencies can take place on monthly basis if necessary. In egregious situations program administrators may not have their annual contribution contract renewed or may be forced to merge with another, better organized program administrator in their service area.

HUD's EIV Staff provides monitoring efforts to confirm PHA compliance with PIC reporting requirements, the recovery of improper payments and the effective use of the EIV system to reduce improper payments. Although not all improper payments are fraud, and not all improper payments represent a loss to the government, recovery efforts inform American citizens that their tax dollars are being spent as efficiently and effectively as possible by the Federal government. HUD estimates that use of the CMA Data has identified programs susceptible to significant improper payments and has saved an estimated \$192 million to PHA administered HUD rental housing programs. By identifying and measuring improper payment issues and determining the root causes of error, HUD and its PHA partners are able to focus its resources so that corrective action plans can be thoughtfully developed and successfully carried out. The

information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure program participants and administrators comply with HUD rules.

Clients – N/A

General Public – N/A

HUD's Improper Payment Reduction Forecast

HUD will continue to take aggressive steps to address the causes of improper rental housing assistance payments to ensure that the right benefits go to the right people as well as address known causes and levels of improper payments. In addition, PIH has implemented additional functionalities within the EIV System and has a team dedicated to monitoring PHA progress and compliance in all risk factors measured by and associated with the EIV System. This effort will result in documenting the occurrence of improper payments and HUD's recovery thereof. Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. With the continued use of SSA data via the CMA, EIV will help to improve the integrity of HUD rental assistance programs.