

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND
THE U.S. DEPARTMENT OF JUSTICE
CREDIT ALERT VERIFICATION REPORTING SYSTEM (CAIVRS)**

I. PURPOSE AND LEGAL AUTHORITY

A. Purpose

This Computer Matching Agreement (CMA) between the U.S. Department of Housing and Urban Development (HUD) and the U.S. Department of Justice (DOJ) sets forth the terms and conditions governing disclosures of records, information, or data (collectively referred to herein as "data") made by DOJ to HUD. This data is obtained by DOJ and pertains to delinquent post-judgment debt that individuals owe the Federal Government. The purpose of its transmittal is to update the Credit Alert Verification Reporting System (CAIVRS), which is a computer information system maintained by HUD. The terms and conditions of this Agreement ensure that DOJ makes such disclosures of data, and that HUD uses such disclosed data, in accordance with the requirements of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act (CMPPA) of 1988, 5 U.S.C. § 552a.

The objective of CAIVRS is to give participating federal agencies, and authorized private lenders acting on the Government's behalf, access to a database of delinquent federal debtors for the purpose of pre-screening the credit worthiness of applicants for direct loans and federally guaranteed loans, and other federal benefits. The CAIVRS debtor file contains the Social Security numbers (SSNs) and other records pertaining to individuals with delinquent federal debt, as provided by HUD and additional federal agencies, including DOJ, the Department of Veterans Affairs (VA), the Department of Education (ED), the Department of Agriculture (USDA), and the Small Business Administration (SBA).

DOJ will submit its debtor information files to HUD for the purpose of supplementing the data provided by HUD and other participating federal agencies into CAIVRS. The submitted data will be surveyed for the purpose of determining whether an applicant has any delinquent federal debt.

B. Legal Authority

DOJ's authority to disclose data and HUD's authority to collect, maintain, and use data protected under DOJ Privacy Act Systems of Records Notices (SORNs) for specified purposes is:

- The Privacy Act of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988 (Pub. L. 100-503) and the Computer Matching and Privacy Protection Amendments of 1990 (Pub. L. 101-508) (Privacy Act);

- The Office of Management and Budget (OMB) Final Guidance Interpreting the Provisions of Public Law 100-503, the Computer Matching and Privacy Protection Act of 1988, (54 FR 25818, June 19, 1989);
- The OMB Circular A-130, Appendix I, 65 FR 77677 (December 12, 2000);
- The OMB Circular A-129, Policies for Federal Credit Program and Non-Tax Receivables (Revised January 2013);
- The Debt Collection Act of 1982, Pub. L. 97-365 (5 U.S.C. § 5514; 31 U.S.C. § 3701 et. seq.), as amended;
- The Debt Collection Improvement Act of 1996, Pub. L. 104-134 (5 U.S.C. § 5514; 31 U.S.C. § 3701 et. seq.);
- The Deficit Reduction Act of 1984, Section 2653 of Pub. L. 98-369 (26 U.S.C. § 6402; 31 U.S.C. § 3720a; and § 3721);
- The Federal Credit Reform Act of 1990 (2 U.S.C. § 661 et. seq.), as amended;
- The Federal Debt Collection Procedures Act of 1990, Pub. L. 101-647 (28 U.S.C. § 3001 et. seq.);
- The Chief Financial Officers Act of 1990, Pub. L. 101-576 (31 U.S.C. § 901 et. seq.), as amended;
- The Cash Management Improvement Act of 1990 (CMIA), Pub. L. 101-453, as amended by the Cash Management Improvement Act of 1992, Pub. L. 102-589;
- Executive Order 8248, “Establishing the divisions of the Executive Office of the President and defining their functions and duties,” Sept. 8, 1939;
- The Federal Information Security Management Act of 2002 (FISMA) (44 U.S.C. § 3541, et seq.) as amended, and related National Institute of Standards and Technology (NIST) guidelines, which provide the requirements that the Federal Government must follow with regard to use, treatment, and safeguarding of data; and
- Pre-existing common law authority to charge interest on debts and to offset payments to collect debts administratively (31 U.S.C. §§ 3701, 3711-3720E).

II. JUSTIFICATION AND EXPECTED RESULTS

A. Justification

The computer matching process set forth by this Agreement is the most efficient, economical, and effective method of performing comparative data analysis to determine applicants’ eligibility for loan services provided by, or guaranteed by HUD and other federal agencies participating in CAIVRS. This Agreement reflects proactive efforts to detect fraud and prevent misuse of federal housing programs, and meets the requirements for information sharing set forth in OMB Circular A-129, which requires federal agencies to comply with the Privacy Act when collecting, maintaining, and disclosing data belonging to individuals, for the purposes of managing loan applications and related documents.

B. Expected Results

HUD expects the use of CAIVRS will allow HUD to better monitor its credit programs and to reduce the extension of credit to individuals with outstanding delinquent federal debt. The CAIVRS cost-benefit analysis is attached to this Agreement, for additional details.

The DOJ expects that its participation in CAIVRS will (1) provide data on judgment debts owed to the United States, (2) further other federal agencies' efforts to reduce risk in extending direct loans, federally guaranteed loans, and other federal benefits, and (3) result in a significant increase in potential savings to the Government.

III. DESCRIPTION OF RECORDS TO BE MATCHED

A. System of Records Involved

DOJ SORNs used for purposes of the subject data exchanges include:

- JUSTICE/DOJ-016 – Debt Collection Enforcement System, (77 FR 9965-9968, Feb. 21, 2012)

The DOJ debtor files contain information on individuals or corporations with unsatisfied judgments.

HUD SORNs used for purposes of the subject data exchanges include:

- HUD/SFH-01 –Single Family Default Monitoring System, SFDMS, F42D (72 Fed. Reg. 65350 November 20, 2007; routine uses updated 77 Fed. Reg. (1993 July 17, 2012)

SFDMS maintains data on mortgages that are 90 or more days delinquent. The Mortgagee or Servicer must submit a Monthly Delinquent Loan Report (HUD-92068-A) to HUD on a monthly basis until the mortgage is paid off by all Mortgagees, terminated, or deleted. Mortgagees and Servicers provide default data to HUD through either the Electronic Data Interchange (EDI) or using the internet via FHA Connection, through which the data is sorted, prescreened, key-entered, edited, and otherwise processed. Reports are then generated for HUD Headquarters and Field Offices review.

- HSNF.SF/HWAA.02 – Single Family Insurance System - Claims Subsystem, CLAIMS, A43C (79 Fed. Reg. 10825 February 26, 2014)

CLAIMS provides automated receipt, tracking and processing of submitted forms HUD-27011, Single Family Application for Insurance Benefits. CLAIMS also provides online update and inquiry capability to Single Family Insurance and Claims databases, and to cumulative history files. Claim payments are made by Electronic Funds Transfer (EFT) via an HDS platform (IBM mainframe/Treasury interface) on a daily basis.

B. Number of Records

The number of records for each program covered under this Agreement is equal to the number of delinquent federal debtors. The CAIVRS database contains the Social Security Numbers (SSNs) of approximately 3.7 million individuals of which approximately 130,148 represent the total from DOJ prior to the expiration of the last CMA, and identifies over 83,098 authorized private lending institutions. These numbers

will fluctuate during the term of this Agreement, corresponding to the number of debtors added to, or deleted from, the databases of participating federal agencies.

Individual federal agency statistics are located on the CAIVRS website at:
<https://entp.hud.gov/caivrs/public/home.html>.

C. Data Elements

Data elements disclosed in computer matching governed by this Agreement are Personally Identifiable Information (PII) from the specified DOJ system of record. The data elements supplied by DOJ to CAIVRS are the following:

- Borrower ID Number - The Social Security Number (SSN), Employer Identification Number (EIN) or Taxpayer Identification Number (TIN) of the individual against whom there is a federal judgment.
- Case Number - A reference number issued by the reporting agency for the post judgment debt.
- Agency Code - A code assigned to the reporting agency.
- Type Code - A code that indicates the cause of the delinquent federal debt – claim, default, foreclosure, or judgment.
- Borrower ID Type - A code that indicates whether the Borrower ID Number is a SSN, EIN, or TIN.

IV. COMPUTER MATCH PROCESSING

A. HUD's responsibilities shall be as following:

- Provide electronic capability for receipt and update of the DOJ records via a Secure File Transfer Protocol (SFTP), which resides on HUD's secure network. All encryption must be compliant with Federal Information Processing Standard (FIPS) Publication 140-2, Security Requirements for Cryptographic Modules;
- Assure by proper certification that due process required under the Debt Collection Act of 1982 (Pub. L. 97-365), as amended by section 31001 of the Debt Collection Improvement Act of 1996 (Pub. L. 104-134), the Privacy Act, and HUD program rules, is given to HUD borrowers prior to the inclusion of their data in the CAIVRS system;
- Ensure the availability of the online system for the purpose of prescreening of loan applicants by prospective lenders and approvers of loan guarantees;
- Maintain the integrity of all data in CAIVRS by updating the database with the data sets provided by participating federal agencies, including HUD and DOJ, by the Saturday following the 5th working day of each month;
- Ensure the secure processing of all DOJ data placed into CAIVRS, and restrict system updates and access to those data processing and program staff on a need-to-know basis;

- Take appropriate action to secure the submissions of HUD and DOJ data, including: all data in CAIVRS, DOJ data in transit to CAIVRS, electronic files in storage at the processing location, and output products from CAIVRS;
- Restrict HUD's usage of data transmitted from DOJ to participating agency officials and approved lending institutions for prescreening applicants for federal direct loans or federally guaranteed loans;
- Provide HUD points of contact in charge of handling routine inquiries pertaining to HUD data;
- Provide DOJ with a single liaison at HUD, for matters relating to CAIVRS automation;
- Incorporate DOJ litigating office specific contact points into the CAIVRS database; and
- In the event that the current Agreement lapses, HUD will work promptly with DOJ to remove inaccurate or outdated information from CAIVRS.

B. DOJ's responsibilities shall be as following:

- Place DOJ records onto HUD's SFTP server with the unique user identification code (user ID) and password assigned for data transfers in accordance with HUD's interface control document, all encryption must be compliant with FIPS 140-2.
- Assure by proper certification that due process required under the Debt Collection Act of 1982 (Pub. L. 97-365), as amended by section 31001 of the Debt Collection Improvement Act of 1996 (P.L. 104-134), the Privacy Act, and DOJ program rules, is given to each borrower prior to submitting data for inclusion in CAIVRS;
- Update DOJ data in an accurate and timely manner, in order to transfer DOJ data to HUD by the updating deadlines HUD set for CAIVRS. Borrower files are to be transferred monthly, and will be processed on the Saturday following the 5th working day of each month. The files will be replaced in total to include both new and corrected data;
- Provide appropriate safeguards to secure DOJ CAIVRS data, including data creation, its security while it is in transit to HUD, and to maintain the local DOJ physical security of data files and equipment;
- Provide points of contact at DOJ to handle routine inquiries concerning DOJ data;
- Ensure that only authorized DOJ staff and contractors are permitted to access the CAIVRS data for the purposes stated in this Agreement;
- Coordinate DOJ's internal consolidated transmission and update of all debtors and related data; and
- Provide HUD with a single liaison for matters relating to CAIVRS automation.

V. EXPENSES OF EACH PARTY

Each Party to the CMA shall bear its own expenses in connection with damages, attorney fees, or other litigation cost arising from DOJ's failure to maintain data in an accurate or timely manner, or because of the misuse of any data by DOJ or DOJ's authorized users.

VI. NOTICE AND OPPORTUNITY TO CONTEST PROCEDURES

A. Notice to Applicants for Federal Direct Loans and Federally Guaranteed Loans

HUD will provide such notice through appropriate language printed on application forms or separate handouts.

HUD will notify individuals at the time of application for a HUD/FHA mortgage that any data they provide are subject to verification through computer matching with CAIVRS participating federal agencies.

HUD and DOJ published a notice concerning routine use disclosures in the Federal Register to inform individuals that a computer match may be performed to determine a loan applicant's credit status with the Federal Government. The Privacy Act requires that a copy of each CMA entered into with a recipient agency shall be available upon request to the public.

B. Opportunity to Contest

HUD will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or recipient of federally funded or guaranteed loans based on data disclosed from DOJ records until the individual is notified in writing of the potential adverse action, and provided an opportunity to contest the planned action. "Adverse action" means any action resulting in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit.

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

1. Inform the individual of the match findings and the opportunity to contest these findings;
2. Give the individual an opportunity to submit, within 30 days, to HUD and/or DOJ, documentation to contest the findings and proposed actions prior to making a final determination. The time period begins on the date on which notice is mailed or otherwise provided to the individual to respond; and
3. Clearly state that, unless the individual responds to the notice in the required time period, HUD will conclude that the CAIVRS data is correct and will effectuate the threatened action or otherwise make the necessary adjustment to the individual's benefit or entitlement.

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

VII. RECORDS ACCURACY ASSESSMENT AND VERIFICATION PROCEDURES

- A. DOJ will be responsible for the currency and accuracy of DOJ data at the time it is provided to the automated system.
- B. Authorized users may not deny, terminate, or make a final decision of any loan assistance to an individual or take other adverse action against such individual as the result of the DOJ information produced by this matching program until an officer or employee of such agency has independently verified such information.
- C. This independent verification includes: (1) comparing automated data with manual files to verify applicant identification, (2) analyzing the confirmed information, (3) determining the period or periods when the individual actually owed the debt, and (4) contacting the specified DOJ collection office for additional information before denying credit based on judgment data received from CAIVRS.
- D. Denial of benefits will not be predicated on the result of an initial match between systems. Denial of benefits will be made upon a secondary validation made by a federal employee or designated contractor validating the transaction information in HUD's system, which carries the final underwriting determination.
- E. Individuals and users with questions regarding their data shall be referred to the federal agency that provided the data to CAIVRS. Accordingly, matches based on data that CAIVRS finds initially provided by HUD shall be handled by HUD's Single Family Housing - Home Mortgage Insurance Division. Matches based on data that CAIVRS finds initially provided by DOJ shall be handled by Debt Collection Management Staff (DCM), Nationwide Central Intake Facility (NCIF).

VIII. DISPOSITION AND RECORDS RETENTION OF MATCHED ITEMS

- A. The data maintained in CAIVRS is updated monthly by participating agencies, and is, therefore, current to within the month prior to update. CAIVRS provides only the match of interagency data. Further research as to the actual disposition of a match is completed at the source of the information. HUD will retain data it receives from DOJ under this Agreement only for the processing times required for the applicable federally funded benefit programs to verify data through CAIVRS, and will then destroy all such data.
- B. Information generated through the match will be destroyed as soon as follow-up processing from the match has been completed unless the information is required for evidentiary reasons, in which case it will be destroyed upon completion of the criminal, civil, or administrative actions and cases.
- C. HUD will retire its data in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

IX. DATA PRIVACY AND SECURITY PROCEDURES

A. General Safeguarding of Individual Data

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

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

General security requirements include, but are not limited to, the following:

- Data must be protected at the Moderate system certification criticality level.
- All systems involved in the match have completed the security authorization process within the last three (3) years, using the required NIST guidance, and have an authorization to operate with the appropriate signatures.
- Electronic files are encrypted using the FIPS 140-2 standard and, where practicable, are interoperable with DOJ's personal identity verification logical access control card (PIV LAC) for Government Employees and support contractors authorized to have an HSPD-12 card.
- All systems involved in this match participate in a continuous monitoring program.

Each user of CAIVRS is issued a user ID that is used to access the system. The actions of each federal employee or designated contractor are subject to tracking and auditing. It is the responsibility of the user's supervisor to ensure HUD is notified when a user has departed or duties have changed such that the user no longer needs access to the system, to ensure timely deletion of the user's account.

B. Incident Reporting

HUD and DOJ agree to report and track incidents in accordance with the most current, final version of NIST Special Publication 800-53. Upon detection of an incident related to this interconnection, the agency experiencing the incident will promptly notify the other agency's System Security Contact(s) named in paragraph XVII of this Agreement. HUD will promptly notify the following contact at DOJ simultaneously:

- Deputy Director, DCM, Nationwide Central Intake Facility (NCIF)

If the federal agency experiencing the incident is unable to speak with the other federal agency's System Security Contacts within one (1) hour, or if contacting the System Security Contact is not practical (e.g., outside of normal business hours), then the following contact information shall be used:

- HUD - HITS Helpdesk: (888) 297-8689
- DOJ - DOJ Computer Emergency Readiness Team (DOJCERT): (866) 874-2378

If either HUD or DOJ experience a loss of PII provided under the terms of this Agreement, the federal agency that experienced the loss incident will also comply with the PII breach reporting and security requirements set forth by OMB M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security into IT Investment" (July 12, 2006), and OMB M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information" (May 22, 2007).

HUD and DOJ also agree to notify all the Security Contact(s) named in this Agreement as soon as possible, but no later than one (1) hour, after the discovery of a breach (or suspected breach) involving PII. The agency that experienced the incident will also be responsible for following its internal established procedures, including:

- Notifying the proper organizations (e.g., United States Computer Emergency Readiness Team (US-CERT), the Information Systems Security Officer, and other contacts listed in this document);
- Conducting a breach and risk analysis, and making a determination of the need for notice and/or remediation to individuals affected by the loss; and
- Providing such notice and credit monitoring at no cost to the other agency, if the analysis conducted by the agency having experienced the loss incident indicates that individual notice and credit monitoring are appropriate.

C. Administrative Safeguards

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

D. Technical Safeguards

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 will be required to enter personal identification numbers when accessing data on the agencies' systems. HUD and DOJ will strictly limit authorization to these electronic data areas necessary for the authorized user to perform their official duties. All data in transit will be encrypted using algorithms that meet the requirements of FIPS 140-2.

Authorized users of the CAIVRS database are identified by User ID and password, and are individually tracked to safeguard against the unauthorized access and use of the system.

X. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

- A. Absent additional statutory authorization, the records obtained for the administration of CAIVRS, and under the terms of this Agreement, will be used for the express purpose of matching for the purposes stated under this Agreement and for no other purpose. Participating agencies, including HUD and DOJ, will not extract information concerning individuals who are neither applicant for, nor recipients of, federal direct loans or federally guaranteed loans for any purposes. HUD and DOJ will not use the data derivatively, or disclose the data internally or externally, without the written consent of all Parties to this Agreement.
- B. Files exchanged will not be duplicated except for technical reasons (e.g., should the original file become damaged or for back-up contingency purposes).
- C. HUD and DOJ will restrict access to the data disclosed by DOJ and other participating federal agencies, to only those authorized users who need such data to perform their official duties in connection with the purposes identified in this Agreement.
- D. HUD will not duplicate or create a separate file consisting of information regarding those individuals involved in the specific matching programs except as necessary to monitor the results of the matching program.
- E. HUD employees, contractors, and agents who access, use, or disclose DOJ data in a manner or purpose not authorized by this Agreement may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

XI. RECORDS ACCURACY ASSESSMENTS

- A. HUD and DOJ agree to take all reasonable steps to ensure that the information they respectively provide to CAIVRS is accurate to the degree that it will reasonably assure fairness in determinations made on the basis of the record. The Parties further agree that the information provided does not conclusively establish the individual's liability, fault, or guilt in the matter of the status of their loan. Instead, the data match indicates that further examination may be warranted. CAIVRS users should contact the appropriate DOJ collection office for additional information before denying credit based on judgment data received from CAIVRS.
- B. Out of all the inquiries made to date against the CAIVRS system, HUD has found less than four percent of instances when corrections to the database were necessary either due

to erroneous initial data entry or to correct such accounts as to bring them current for individuals contesting the outcome of the prescreening. Since the vast majority of these "corrections" are for the latter case, and do not represent data errors, HUD is confident that the accuracy level of the data provided to the system is greater than 96 percent.

XII. COMPTROLLER GENERAL ACCESS

By agreeing to this matching Agreement, HUD and DOJ authorize the Comptroller General of the United States (the Government Accountability Office) to have access to all of the records that the Comptroller General deems necessary to monitor or verify compliance with this Agreement in accordance with 5 U.S.C. § 552a(o)(1)(K). This Agreement also authorizes the Comptroller General to inspect any records used in the matching program that are covered by this Agreement.

XIII. OFFICE OF INSPECTOR GENERAL ACCESS

By agreeing to this matching Agreement, HUD authorizes the HUD Office of Inspector General to use results from data match conducted under CAIVRS, for investigation, audit, or evaluation matters pursuant to the Inspector General Act of 1978, as amended.

XIV. COST REIMBURSEMENT

DOJ does not participate in cost sharing.

XV. DATA INTEGRITY BOARD REVIEW AND APPROVAL

HUD and DOJ Data Integrity Boards (DIBs) will review and approve this Agreement prior to the implementation of this matching program. Disapproval by the DIBs may be appealed to the Director of the Office of Management and Budget (OMB) in accordance with the provisions of the Computer Matching and Privacy Protection Act of 1988, as amended. Further, the DIBs will review this matching program annually.

The Parties to this Agreement agree to notify the chairs of the HUD and DOJ DIBs of any changes to, or termination of, this Agreement. This Agreement may be modified only by mutual consent of both Parties and approval of the respective DIBs. Any modifications must be in writing and satisfy the requirements of the Privacy Act and the requirements set forth in OMB Guidelines on the Conduct of Matching Programs, 54 FR 25818 (June 19, 1989).

XVI. DURATION, MODIFICATION, AND TERMINATION OF THIS AGREEMENT

A. Effective Date of the Agreement

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

- Thirty (30) days after notice of the matching program described in this CMA has been published in the Federal Register, or

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

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

B. Renewal of the Agreement

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

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

C. Termination of the Agreement

This Agreement shall terminate when the purpose of the computer match has been accomplished, or after eighteen (18) months from the effective date of the Agreement without notice from either party (whichever comes first).

This Agreement may also be terminated, nullified, or voided by either HUD or DOJ, if:

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

XVII. CONTACT POINTS

HUD

U.S. Department Housing and Urban
Development
Durward Womack, Program Analyst,
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DOJ


U.S. Department of Justice
Diane E. Watson, Deputy Director,
Debt Collection Management Staff,
Nationwide Central Intake Facility (NCIF)
45 N Street, NE
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CREDIT ALERT VERIFICATION REPORTING SYSTEM (CAIVRS)**

XVIII. APPROVAL

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT


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



Janet M. Selrick
Associate General Deputy Assistant Secretary
for Housing-Associate Deputy Federal Housing Commissioner

8/15/15
Date

HUD's DIB has reviewed this CMA and has found it in compliance with the provisions of the Privacy Act of 1974, as amended by the Computer Matching Privacy and Protection Act of 1988 (Pub. L. 100-503) and the Computer and Matching and Privacy Protections Amendments of 1990 (Pub. L. 101-508), 5 U.S.C. § 552a (Privacy Act):



Patricia Hoban-Moore
Chairperson, Data Integrity Board
U.S. Department of Housing and Urban Development

6-17-16
Date

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XIX. APPROVAL

U.S. DEPARTMENT OF JUSTICE

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



Dennis E. Dauphin, Director
Debt Collection Management Staff
U.S. Department of Justice

9/28/15

Date

DOJ's Data Integrity Board has reviewed this Computer Matching Agreement pursuant to 5 U.S.C. 522a(u)(3)(H) and has found it in compliance with the provisions of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (Pub. L. 100-503) and the Computer and Matching Privacy Protection Amendments of 1990 (Pub. L. 101-508), 5 U.S.C. § 552a (Privacy Act):



Lee J. Lofthus
Chairperson, Data Integrity Board
U.S. Department of Justice

10/29/2015

Date