

# **COMPUTER MATCHING AGREEMENT**

**BETWEEN**

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
(HUD)**

**AND**

**THE STATE OF IOWA  
(GRANTEE)**

## **I. INTRODUCTION**

The U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) and the State of Iowa (Grantee) have entered into this Computer Matching Agreement (CMA; Agreement) pursuant to section (o) of the Privacy Act of 1974 (Privacy Act), 5 U.S.C. § 552a, as amended by the Computer Matching and Privacy Protection Act of 1988, Pub. L. No. 100-503, and the Computer Matching and Privacy Protection Act Amendments of 1990, Pub. L. No. 101-508; as well as the Office of Management and Budget (OMB) Guidelines pertaining to computer matching, including 54 Fed. Reg. 25,818 (June 19, 1989), 56 Fed. Reg. 18,599 (April 23, 1991), and 81 Fed. Reg. 94424 (December 23, 2016). For purposes of this Agreement, the Grantee will serve as the recipient agency, and HUD will serve as the source agency, as defined in 5 U.S.C. §§ 552a(a)(9) and (11).

## **II. DEFINITIONS, PURPOSE, AND LEGAL AUTHORITY**

This CMA addresses essential data sharing between HUD and the Grantee. HUD has entered into a computer matching agreement with the United States Department of Homeland Security (DHS), and the Federal Emergency Management Agency (FEMA) to obtain data from FEMA on applicants registering for FEMA's Individuals and Households Program (IHP) to share with the Grantee to prevent the duplication of benefits. This CMA governs the Grantee's use of the shared data to prevent the duplication of benefits in the administration of the Grantee's Community Development Block Grant-disaster recovery (CDBG-DR) grants and CDBG-DR funded activities, including assistance for mitigation, electric power systems, or resilience purposes (under CDBG-mitigation, CDBG-DR, or CDBG-National Disaster Resilience grants) if applicable.

Pursuant to section 312(a) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act; Pub. L. No. 93-288, as amended), at 42 U.S.C. § 5155(a), HUD and CDGB-DR grantees may not provide duplicative financial assistance to individuals and households for the same disaster-related need. Pursuant to the Privacy Act's section 552a(o)(1)(A) requirement, the purposes and legal authority for this computer matching program are described in Section II.B. and II.C. below.

## **A. DEFINITIONS**

### **CDBG-DR Grantee:**

For purposes of this Agreement, HUD CDBG-DR grantees are state and local governments (including territories), and Indian tribes that have or will receive an allocation of CDBG funds for disaster recovery.

### **Grantee Program Applicants:**

Grantee program applicants are the individuals or households who apply for assistance from CDBG-DR grantees.

### **FEMA Applicant or Registrant:**

For purposes of this Agreement, FEMA applicants (also known as registrants) are individuals or households who have applied for or are eligible for disaster assistance under FEMA's Individuals and Households Program (IHP).

### **FEMA Housing Assistance:**

FEMA Housing Assistance is housing assistance provided to eligible IHP applicants under section 408(c) of the Stafford Act, which includes financial assistance, direct assistance, repair and replacement assistance, and permanent housing construction assistance.

## **B. PURPOSE**

This Agreement establishes a computer matching program between HUD and the Grantee to support duplication of benefits checks conducted by the Grantee for CDBG-DR grant-funded programs.

The Grantee will request data from HUD on an as-needed basis to facilitate expedited program implementation and prevent the duplication of benefits already received from FEMA. HUD will request data from FEMA on an as-needed basis to share with the Grantee, pursuant to a HUD-FEMA computer matching agreement. HUD's data request to FEMA will be based on the Grantee's request and the specific program requirements specified in the Grantee's Action Plan(s), such as data for all survivors meeting specific criteria related to tenure, geography, and type of FEMA benefit receipt. HUD will provide the requested data to the Grantee.

## **C. LEGAL AUTHORITY**

This Agreement is executed in compliance with the Privacy Act and other statutes discussed in this Agreement, their implementing regulations, and related notices and guidance. Although FEMA is not a party to this agreement, this section identifies the authorities that allows FEMA to collect and share data.

1. The Computer Matching Agreement between the FEMA and HUD, signed by HUD on January 26, 2022, and FEMA on January 27, 2022, which became effective on March 14, 2022 (as may be amended from time to time), and any subsequent computer matching agreement between FEMA and HUD that enables HUD to obtain data from FEMA on assistance provided through applicants registering for FEMA's Individuals and Households Program to share with the Grantee to prevent the duplication of benefits.

2. Section 312 of the Stafford Act, as amended, at 42 U.S.C. § 5155, requires each federal agency that administers any program providing financial assistance because of a major disaster or emergency to assure that no individual or entity receives duplicate financial assistance under any program, from insurance, or through any other source. The Stafford Act, 42 U.S.C. § 5155(c), requires FEMA or HUD (whichever agency provided the duplicative assistance) to recover all duplicative assistance from the recipient when the head of such agency considers it to be in the best interest of the Federal Government.

For CDBG-DR grants, HUD does not directly make awards to grantee program applicants. However, HUD imposes the requirements of section 312 on CDBG-DR grantees. Additionally, appropriations acts, including those listed below in subsection II.C.8, making CDBG-DR funds available require CDBG-DR grantees to have adequate procedures to prevent the duplication of benefits. HUD enforces these requirements on CDBG-DR grantees using its statutory and regulatory remedies for noncompliance in section 111 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5311) and regulations at 24 C.F.R. part 570 and 2 C.F.R. part 200.

3. Executive Order 13411, “Improving Assistance for Disaster Victims,” 71 Fed. Reg. 52729 (August 29, 2006) calls on federal agencies to “reduce unnecessarily duplicative application forms and processes for Federal disaster assistance,” which includes processing benefits applications submitted by individuals, businesses, or other entities for the same disaster.
4. The FEMA-008 Disaster Recovery Assistance Files System of Records, 87 Fed. Reg. 7852 (February 10, 2022), authorizes FEMA to provide federal agencies with access to FEMA’s electronic records of individuals and households receiving assistance to make available any additional assistance to the affected individuals and households and to prevent duplication of benefits.
  - a) Pursuant to Routine Use I.1 of the FEMA-008 Disaster Recovery Assistance Files System of Records, , FEMA may disclose applicant information to other federal, state, local, tribal, or territorial government agencies to prevent duplication of benefits or to address unmet needs of eligible, ineligible, or partially eligible FEMA applicants.
  - b) Pursuant to Routine Use S of the FEMA-008 Disaster Recovery Assistance Files System of Records, , FEMA may share information with other federal, state, local, tribal, or territorial government agencies and voluntary organizations under approved computer matching efforts.
  - c) The President may authorize section 408 federal assistance to individuals and households, pursuant to either a major disaster or an emergency under the Stafford Act.
5. The Debt Collection Improvement Act of 1996, 31 U.S.C. §§ 3325(d) and 7701(c)(1), requires federal agencies to collect the Taxpayer Identification Number (TIN) or Social Security Number (SSN) of each person who receives payments from the Federal Government; and each person doing business with the Federal Government is required to furnish his or her TIN.

- a) For the purposes of 31 U.S.C. § 7701, a person is doing business with the Federal Government if the person is:
    - i. A lender or servicer in a federal guaranteed or insured loan program administered by a federal agency,
    - ii. An applicant for, or recipient of, a federal license permit, right-of-way, grant, or benefit payment administered by a federal agency,
    - iii. A contractor of a federal agency,
    - iv. Assessed a fine, fee, royalty, or penalty by a federal agency, or
    - v. In a relationship with a federal agency that may give rise to a receivable due to that agency such as a partner of a borrower in or a guarantor of a federal direct or insured loan administered by the federal agency.
  - b) Each federal agency must inform each person required to disclose his or her TIN of the agency's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Federal Government.
6. The appropriations acts that authorize and appropriate supplemental CDBG-DR assistance lay out specific requirements, some of which may vary by appropriation. These appropriations acts impose requirements related to the prevention of duplication of benefits on HUD or its CDBG-DR grantees, as directed by the applicable act.

Legal authority for CDBG-DR assistance is derived from Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 *et seq.*); subsequent appropriations acts making CDBG-DR assistance available; the following prior appropriations acts—

Public Laws 117–43, 116–20, 115–254, 115–123, 115–56, 115–31, 114–254, 114–223, 114–113, 113–2, 112–55, 111–212, 110–329, 110–252, 110–116, 109–234, 109–148, 108–324, 107–206, 107–117, 107–73, 107–38, 106–31, 105–277, 105–276, 105–174, 105–18, 104–134, 104–19, 103–327, 103–211, 103–75, and 103–50

—and by the notices published in the Federal Register that govern CDBG-DR grant assistance including the *Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees* at 84 Fed. Reg. 28,836 (June 20, 2019).

### **III. JUSTIFICATION AND EXPECTED RESULTS – COST-BENEFIT ANALYSIS**

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

#### **A. JUSTIFICATION FOR COMPUTER MATCHING**

As required by section 312 of the Stafford Act, as amended, 42 U.S.C. § 5155, HUD must assure that no individual or entity suffering losses as a result of a major disaster or

emergency receives financial assistance with respect to any part of such loss under any program, from insurance, or through any other source that duplicates CDBG-DR assistance. HUD imposes the requirements of section 312 on the Grantee to comply with section 312 and appropriations acts that make CDBG-DR funds available. The Grantee will conduct computer matching with data provided by HUD to prevent the duplication of benefits so that CDBG-DR assistance provided to grantee program applicants is not duplicative of FEMA assistance received by that grantee program applicant.

Executive Order 13411, “Improving Assistance for Disaster Victims,” 71 Fed. Reg. 52729 (August 29, 2006) calls on federal agencies to “reduce unnecessarily duplicative application forms and processes for federal disaster assistance,” which includes processing benefits applications submitted by individuals, businesses, or other entities for the same disaster. Executive Order 13411 and this matching program are consistent with the OMB guidance on interpreting the provisions of the Computer Matching and Privacy Protection Act of 1988, 54 Fed. Reg. 25818 (June 19, 1989); OMB’s proposed guidelines on the Computer Matching and Privacy Protection Amendments of 1990, 56 Fed. Reg. 18599 (April 23, 1991); and OMB Circular A-130, Appendix I, “Responsibilities for Protecting and Managing Federal Information Resources” (July 28, 2016) with instructions on federal agency responsibilities for maintaining records about individuals.

## **B. EXPECTED RESULTS - COST-BENEFIT ANALYSIS**

Based on historical data, HUD and the Grantee anticipate that computer matching will help eliminate duplication of benefits. In response to hurricanes Katrina and Rita, an estimated 27 percent of the more than 160,000 recipients of HUD’s CDBG-DR grantee homeowner rehabilitation programs had received IHP assistance from FEMA. The two forms of assistance may not be duplicative if they do not cover the same need. However, the risk of CDBG-DR assistance duplicating IHP assistance increases if the homeowner received both forms of assistance.

In the Katrina-Rita data examples in the above paragraph, since no computer matching agreement or automated duplication of benefits check was in place, the staff implementing the recovery benefits could not allocate the funds in a timely manner due to a delay caused by manually checking for duplication of benefits. Due to delays, half of the homeowners who experienced damage from Hurricane Katrina did not complete rebuilding until 18 months or more after the event. With this Agreement and an automated duplication of benefits check in place, homeowners will be able to rebuild faster due to the quick, accurate, and efficient allocation of funds resulting from the elimination of the manual and error-prone duplication of benefits check.

In addition, HUD also benefits from the CMA. HUD analysis of performance reports from its CDBG-DR grantees supporting disaster recovery for disasters occurring between 2011 and 2019 finds an average of more than 10,000 homeowners assisted with CDBG-DR grants each year. HUD’s research after Katrina-Rita identified that 27 percent of CDBG-DR homeowners receiving both CDBG-DR and FEMA funding for home rehabilitation. Therefore, if CDBG-DR grantees receive timely data on FEMA assistance before making CDBG-DR awards, the HUD computer matching agreements with CDBG-DR grantees could

assist CDBG-DR grantees with ensuring that FEMA resources are accounted for, and thus avoid duplication of benefit risk for the estimated annual 2,700 homeowners per year (or 18,900 over the seven-year period) that are estimated to be served by both FEMA IHP and CDBG-DR-funded housing repair or rehabilitation assistance. With an estimated cost of \$5,000 per applicant, the total amounts of rehabilitation costs that risk being improperly charged to CDBG-DR grants equals \$13.5 million per year, making \$94.5 million over the seven-year period of the analysis.

#### **IV. RECORDS DESCRIPTION**

As required by the Privacy Act's section 552a(o)(1)(C), the following is a description of the records that will be matched.

##### **A. SYSTEMS OF RECORDS AND ESTIMATED NUMBER OF RECORDS INVOLVED**

###### **1. Systems of Record**

The FEMA records that will be shared with the Grantee reside in the Individual Assistance (IA) System (formerly known as the National Emergency Management Information System-Individual Assistance [NEMIS-IA]). FEMA will share information included in records covered by FEMA-008 Disaster Recovery Assistance Files System of Records, 87 Fed. Reg. 7852 (February 10, 2022) with HUD for subsequent use by the Grantee pursuant to a computer matching agreement between HUD and FEMA. Routine Use I.1 authorizes FEMA to share information with other federal agencies for the purpose of preventing duplicate benefits and meeting unmet needs. Routine Use S authorizes FEMA to share information with other federal agencies for the purpose of conducting computer matching activities.

All safeguards and protections provided by the Privacy Act, CMPPA, Judicial Redress Act (JRA) of 2015, and this Agreement regarding the use, disclosure, and security of DHS-FEMA records apply to DHS-FEMA records regarding U.S. citizens, lawful permanent residents (LPRs), and certain designated foreign nationals. U.S. citizens and LPRs covered by the Privacy Act of 1974 and those covered persons covered by the JRA are provided with privacy protections and legal redress (e.g., access and amendment) required by law. With respect to persons who are not covered by the Privacy Act or JRA, DHS, by policy, will still analyze official sharing requests under the Fair Information Practice Principles. However, for those individuals, no privacy rights or benefits, substantive or procedural, are intended, or should be construed, to be created by this Computer Matching Agreement, and they are not enforceable under the law against the United States, its agencies, officers, or employees.

###### **2. Records Estimate**

The Grantee will match records to prevent the duplication of benefits in the administration of its CDBG-DR grants and CDBG-DR funded activities, including assistance for mitigation, electric power systems, or resilience purposes (if applicable). The estimated number of records the Grantee will match in response to each Presidentially declared major



disaster is 35,568, and for each large-scale Presidentially declared major disaster is 571,850.

To represent the anticipated records the Grantee will match, the following summary describes the number of valid FEMA registrations statistics from Hurricane Maria, declared on September 20, 2017, which represents a large-scale disaster. The statistics also describe the previous four calendar years, 2018-2021.

Hurricane Maria declarations in Puerto Rico and the United States Virgin Islands demonstrate the number of records in a large-scale major disaster. The 2018-2021 statistics describe the number of records over the full calendar and are representative of an average event year.

The summary statistics represent the range of records that will be matched by the Grantee over the duration of this Agreement. Registrations are considered valid if they are in a declared county and damages are attributed to the incident period and incident type of the disaster.

**Table 1: Registration Statistics**

<b>Large-Scale Disaster</b>	<b>Declarations</b>	<b>Total Valid Registrations</b>	<b>Average Registrations per Declaration</b>
<b>Hurricane Maria</b>	<b>2</b>	<b>1,143,700</b>	<b>571,850</b>
<b>Calendar Year</b>	<b>Declarations</b>	<b>Total Valid Registrations</b>	<b>Average Registrations per Declaration</b>
2018	17	369,353	21,727
2019	13	74,023	5,694
2020	20	542,621	27,131
2021	24	1,646,069	68,586
<b>2018-2021 Total</b>	<b>74</b>	<b>2,632,066</b>	<b>35,568</b>
<b>2018-2021 Average Per Year</b>	<b>19</b>	<b>658,017</b>	

Based on statistics from 2018-2021, it is estimated FEMA will share an average of 35,568 records per major disaster declaration to support the Grantee under this Agreement. If a major declared disaster is a large-scale disaster commensurate to Hurricane Maria in 2017, the number of records for the major disaster declaration will increase by an average of 571,850 records to support the Grantee under this Agreement for the large-scale disaster

## **B. DESCRIPTION OF THE DATA MATCH PROCESSES**

When a Presidential declaration or emergency authorizes federal assistance to individuals and households under section 408 of the Stafford Act, HUD's sharing and the Grantee's matching of data will occur through the following process.

### **1. Use of Data by CDBG-DR Grantees to Prevent Duplication of Benefits**

This data sharing is for the purpose of determining individual benefit amounts for approved activities under the Grantee's CDBG-DR action plan(s) for any open grants. The Grantee will request data from HUD on an as-needed basis to facilitate expedited program implementation and prevent the duplication of benefits already received from FEMA. HUD will work directly with the Grantee in the response to the request to provide the specifications to FEMA for the data needed for the Grantee's specific approved program(s). For example, most data requests from HUD to FEMA would indicate limiting criteria such as disaster survivor tenure (e.g., homeowners for a homeowner rehabilitation program), geographic area the program will serve, and only those survivors receiving a specific type of FEMA IHP benefit. FEMA will support HUD per the tenets of the computer matching agreement between FEMA and HUD and provide the data described below for all FEMA registrants/applicants meeting the Grantee's program requirements. This will expedite recovery for survivors, reduce duplication of benefits, and allow the Grantee to determine benefits upon application because the Grantee will have the FEMA assistance amounts immediately available.

FEMA will perform data analysis and generate a file for HUD to provide to the Grantee describing each recipient meeting the specified approved program criteria in a data file, as listed in [Table 1](#) and [Appendix A](#), and provide this data to HUD.

HUD will provide the requested data on FEMA IHP assistance to the Grantee. The Grantee will match the FEMA assistance data to its list of grantee program applicants to determine what FEMA awards were received by its grantee program applicants.

The Grantee has the responsibility to prevent the duplication of benefits using the data provided (and other means, as appropriate). For each grantee program applicant, the Grantee will use the amount of FEMA assistance received by that grantee program applicant to calculate the grantee program applicant's unmet need and calculate a maximum award amount that will prevent duplication of benefits.

This use of FEMA data is consistent with the original purpose of collection, as stated in the FEMA Disaster Recovery Assistance Files System of Records Routine Use I.1, 87 Fed. Reg. 7852(February 10, 2022).



**Table 1: Data Fields FEMA to Share with HUD**

Data Fields
Alternate Current Contact Phone Number
SBA Referral Flag (Y/N)
Co-registrant Date of Birth
Co-registrant First Name
Co-registrant Last Name
Co-registrant Last 4 Digits of SSN
Current Contact Phone Number
Current Location
Current Mailing 5 Digit Zip Code
Current Mailing Address City
Current Mailing Address Street
Current Mailing State
Current Mailing Zip 4 Digit Extension
Damaged Dwelling Address County
Damaged Dwelling Latitude
Damaged Dwelling Longitude
Damaged Dwelling Address 5 Digit Zip Code
Damaged Dwelling Address City
Damaged Dwelling Address Street
Damaged Dwelling State
Damaged Dwelling Zip Code 4 Digit Extension
Dependents (Number in Household)
Destroyed Flag (Y/N)
Disaster Number
FEMA Inspection Completed (Y/N)
FEMA Registration Number
Flood Zone
Gross Income
High Water Mark Location
High Water Depth in Inches
Household Member Age
Household Member First Name
Household Member Last Name

**Table 1: Data Fields FEMA to Share with HUD cont.**

Inspection Completion(Y/N)
Insurance Settlement Flood Amount
Insurance Settlement Other Amount
Insurance Type (Insurance Code)
NCOMP Flag (Y/N)
Owner/Renter
Personal Property Total FVL Amount (Aggregated for all PERSONAL PROPERTY FVL (one field replaces all fields related to personal property damage)
Personal Property Flood Damage FVL Amount
Primary Residence (RI) (Yes/No)
Real Property Total FVL Amount (Aggregated for all REAL PROPERTY FVL (one field replaces all fields related to real property damage)
Real Property Flood Damage FVL Amount
Registrant Date of Birth
Registrant First Name
Registrant Last 4 Digits of SSN
Registrant Last Name
Residence Type
Temporary Housing Unit (THU) – Latest Currently Licensed-in Date
Total Housing Assistance Approved Amount (Aggregated Eligibility Amount)
Total Housing Assistance Approved Flood Damage Amount
Total Other Assistance Approved Amount (Aggregated Eligibility Amount)
Total Other Assistance Flood Damage Approved Amount
Total Other Needs Assistance Approved Amount (Aggregated Eligibility Amount)
Total Other Needs Assistance Flood Damage Approved Amount
Total Personal Property Assistance Amount (Aggregated Eligibility Amount)
Total Personal Property Assistance Flood Damage Amount
Total Repair Assistance Approved Amount (Aggregated Eligibility Amount)
Total Repair Assistance Flood Damage Amount
Total Replacement Assistance Approved Amount (Aggregated Eligibility Amount)

### **C. PROJECTED START AND COMPLETION DATES**

This Agreement will take effect 30 days from the date the Computer Matching Notice is published in the Federal Register. If HUD receives public comments on a published matching notice, HUD shall review the comments to determine whether any changes to the matching notice are necessary. . HUD is the agency that will:

1. Transmit this Agreement to Congress,
2. Notify OMB,
3. Publish the Computer Matching Notice in the Federal Register, and
4. Address public comments that may result from publication in the Federal Register.

### **V. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS**

As required by the Privacy Act's section 552a(o)(1)(H), the Grantee agrees to the following restrictions on the use, duplication, and disclosure of information furnished by the other agency:

- A.** Records obtained pursuant to this matching agreement will only be used for purposes expressed in this Agreement. The Grantee will not use or share information under this Agreement concerning individuals who are neither applicants for, nor recipients of, assistance under the Grantee's specific approved program(s) for any purpose. The Grantee will not use the data derivatively or disclose the data internally or externally, except as provided in this Agreement, without the written consent of HUD and consistent with all applicable legal requirements and policies. Information concerning "non-matching" individuals will not be used or disclosed by either party for any purpose outside of this Agreement.
- B.** Records obtained for or created pursuant to this matching agreement will not be disclosed outside of the Grantee unless permissible or required by law or this Agreement. The Grantee will obtain the permission of HUD before making such disclosure unless such disclosure is required by law.
- C.** Data or information exchanged will not be duplicated unless essential to the conduct of the matching described in this Agreement (for example, should the original file become damaged or for backup contingency purposes). All stipulations in this Agreement will apply to any duplication.
- D.** If disclosing these records to any entity, including a government contractor, to accomplish identification of duplication of benefits, the Grantee will obtain the written agreement of that entity to abide by the terms of this Agreement and, as necessary, enter into a separate computer matching agreement(s).
- E.** HUD will keep an accounting of disclosures of an individual's record, as required by 5 U.S.C. § 552a(c) and make the accounting available upon request by the individual.
- F.** The Grantee's employees, contractors, and agents who access, use, or disclose FEMA and/or HUD data for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

## **VI. NOTICE PROCEDURES**

The Privacy Act's section 552a(o)(1)(D) requires CMAs to specify procedures for notifying applicants/recipients at the time of application and other periodic notice, as directed by the Data Integrity Board (DIB) of such agency (subject to guidance provided by the Director of OMB pursuant to section 552a(v)), to applicants for and recipients of financial assistance or payments under federal benefit programs. Notice will be provided in English and Spanish and include a tagline in the major languages of the limited English population, indicating how information is available in other languages.

As noted under Section IV.A. of this Agreement, FEMA has published a SORN informing the public that applicants'/recipients' information may be subject to verification through matching programs. FEMA's procedures for providing notice to FEMA applicants regarding the use of their information are described below, under the heading "FEMA Applicants." As further required by the Privacy Act, HUD will make a copy of this Agreement available to the public upon request, and it will be published on HUD's public-facing websites.

### **FEMA APPLICANTS**

FEMA Form 009-0-1, "Paper Application/Disaster Assistance Registration," FEMA Form 009-0-3, "Declaration and Release" (both contained in OMB ICR No. 1660-0002), FEMA Form 140-003d-1, "Authorization for the Release of Information Under the Privacy Act" (contained in OMB ICR 1660-0001), and various other forms used for financial assistance benefits immediately following a declared disaster, use a Privacy Act notice, 5 U.S.C. § 552a(e)(3), to provide notice to applicants regarding the use of their information. The Privacy Act notice is read to applicants by FEMA call center employees and displayed to applicants applying online for them to review and agree to its terms. Also, FEMA Form 009-0-3 requires the applicant's signature to receive financial assistance.

Additionally, FEMA provides notice via the DHS/FEMA Privacy Impact Assessment, FEMA/PIA-049 Individual Assistance (IA) Program (January 12, 2018), and the FEMA-008 Disaster Recovery Assistance Files System of Records, 87 Fed. Reg. 7952 (February 10, 2022), which includes Routine Use S that permits FEMA to inform individuals that a computer match may be performed to provide disaster assistance.

## **VII. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST**

### **A. GENERAL**

The Privacy Act's section 552a(o)(1)(E) requires that each CMA outline procedures for verifying information produced in the matching program, as required by 5 U.S.C. § 552a(p). This subsection requires the Grantee to independently verify the information produced by a matching program and to provide the individual an opportunity to contest the agency's findings before an adverse action is taken against the individual because of the match. Subsequent amendments and regulations allow for an agency to authorize a waiver of independent verification procedures when it finds a high degree of confidence in the accuracy of the data. See OMB's "Final Guidance Interpreting the Provisions of P.L.100-503, the Computer Matching and Privacy Protection Act," Sec. 6.g. Providing Due Process to Matching Subjects, 54 Fed. Reg. 25, 826, (June 19, 1989).

FEMA will be responsible for ensuring that FEMA data is current and accurate when provided to HUD. HUD will pass the data to the Grantee.

**B. GRANTEE VERIFICATION PROCEDURES AND GRANTEE AUTHORIZED USERS OF DATA**

1. A “Grantee authorized user” are employees, agents (including contractors or subcontractors), or subrecipients (including an agent or employee of its subrecipient) who have entered an agreement with the Grantee to comply with all of the requirements on the use of data contained in this Agreement and acknowledged that under the Privacy Act, unlawful disclosure of PII data is a misdemeanor and subject to a fine of up to \$5,000, and who have signed an enforceable agreement with the Grantee that when given access to the subject HUD database or file, the Grantee authorized user will not
  - a. Use or reveal any individually identifiable information furnished, acquired, retrieved, or assembled by the Grantee authorized user or others for any purpose to perform their official duties in connection with the uses of the data authorized in this Agreement;
  - b. Make any disclosure or publication whereby an individual or household could be identified or the data furnished by or related to any particular person could be identified; or
  - c. Permit anyone other than Grantee authorized users to access the data.
2. The Grantee shall authorize no more than the number of Grantee authorized users of data that the Grantee determines is necessary to accomplish the purposes of this Agreement. HUD may periodically request that the Grantee update its list of grantee authorized users and revoke access to individuals that are not identified as Grantee authorized users. HUD will prohibit data access to data on its systems by any individual that is not identified by the Grantee as a Grantee authorized user.
3. The Grantee may not deny, terminate, or make a final decision of any CDBG-DR assistance to an individual, or take other adverse action against such individual as the result of the information produced by its matching program, until an officer or employee of the Grantee has independently verified such information and the individual has had an opportunity of no less than 30 days from the date of the notice, per 5 U.S.C. § 552a(p)(1)(C)(ii), to contest the Grantee’s findings. When required by the Privacy Act, an independent verification requires investigation and confirmation of specific information relating to an individual that is used as a basis for an adverse action against the individual, including where applicable investigation and confirmation of (1) the amount of any asset or income involved, (2) whether such individual actually has or had access to such asset or income for such individual’s own use, and (3) the period or periods when the individual actually had such asset or income. The Grantee will comply with its procedures for verifying the matched FEMA data and for allowing individuals to contest benefit determinations in Appendix B.
4. If an individual is found to be receiving benefits through HUD’s CDBG-DR grants, in addition to receiving benefits through FEMA assistance programs specified in Section

IV.A., then the Grantee will be responsible for addressing duplication of benefits noncompliance consistent with its procedures in Appendix B.

5. Individuals with questions regarding their data will be referred to the federal agency that served as the source of the data for the matching process. Accordingly, matches based on data initially provided by FEMA will be handled by FEMA.

### **C. NOTICE AND OPPORTUNITY TO CONTEST**

All individuals subject to data matching under this Agreement must first be provided written notice identifying the portion of their application that was denied based on the data match, relevant law requiring the data match, the agencies involved in the data match, the existence of this Agreement, the processes for contesting data mismatches before adverse actions, and anti-discrimination protections.

As required by the Privacy Act's section 552a(p), the Grantee will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for, or a recipient of, assistance based on data disclosed from records covered by this agreement until the individual is notified in writing of the potential adverse action and provided an opportunity to contest the planned action consistent with its procedures in Appendix B. "Adverse action" means any action resulting in a termination, suspension, reduction, recoupment, or final denial of eligibility, payment, or benefit. The applicant will follow the current process for a response as detailed in the written notice or letter.

To enable rapid response and resolution, FEMA telephone numbers will be provided for use in the event of a dispute including contesting failed identity verification through a commercial identity provider. Grantee may request that FEMA respond in writing.

## **VIII. DISPOSITION AND RECORDS RETENTION OF MATCHED ITEMS**

As required by the Privacy Act's section 552a(o)(1)(F):

- A. the Grantee will retain FEMA data received from HUD under this Agreement only for the processing times required for the Grantee to verify data and will then destroy all such data immediately after verification. For the Grantee, this processing time will be until grant closeout; FEMA data not used by the Grantee will be deleted after application processing is completed.
- B. An exception applies if the information is required for evidentiary reasons; in which case, the information will be destroyed upon completion of the criminal, civil, or administrative actions and cases.
- C. Any paper-based documentation used by the Grantee or Grantee authorized users to determine whether a record was matched and any documentation that was prepared for, provided to, or used to determine final benefit status will be destroyed by shredding, burning, or electronic erasure of the subject information as soon as they have served the matching program's purpose, which for purposes of this Agreement means the Grantee shall retain such records until the end of the record retention period of the grant to which it is related. . Other identifiable records that may be created by the Grantee or Grantee authorized users during the investigation will be destroyed as soon as they have served the matching program's purpose, which for purposes of



this Agreement means the Grantee shall retain such records until the end of the record retention period of the grant to which it is related.

## **IX. RECORDS ACCURACY ASSESSMENTS**

Information regarding assessments that have been made on the accuracy of the records are required by the Privacy Act's section 552a(o)(1)(J).

HUD and the Grantee agree to take all reasonable steps to ensure that the information they respectively provide toward the match are accurate to the degree that it will reasonably assure fairness in determinations made based on the record. However, the Grantee understands and agrees to instruct users of the matched data that the information provided does not conclusively establish the individual's participation or eligibility for CDBG-DR assistance and that the Grantee will collect additional information as necessary, before adjusting benefits or denying assistance based on the data received from the match consistent with Section VII.

## **X. SECURITY PROCEDURES**

As required by the Privacy Act's section 552a(o)(1)(G), HUD and the Grantee agree to the following information security procedures.

### **A. ADMINISTRATIVE SAFEGUARDS**

The Grantee will comply with the existing and future requirements set forth by the Privacy Act; 44 U.S.C. § 3551 *et seq.*; related OMB circulars and memoranda such as Circular A-130, Managing Information as a Strategic Resource (July 28, 2016); National Institutes of Standards and Technology (NIST) standards; and the Federal Acquisition Regulations (FAR), including any applicable amendments published after the effective date of this Agreement. These laws, directives, and regulations include requirements for safeguarding federal information systems and PII used in federal agency business processes as well as related reporting requirements.

Specifically, the Federal Information System Modernization Act of 2014 (FISMA; 44 U.S.C. § 3551 *et seq.*) 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. The Grantee will ensure that Grantee authorized users will receive training to ensure proper information security and privacy protections are adhered to in a manner consistent with this Agreement.

Accordingly, the Grantee will restrict access to the data matched, and to any data created by the match, to only those users authorized under this Agreement. Further, the Grantee will advise anyone given access to the data matched, and to any data created by the match, of the confidential nature of the data and the safeguards required to protect the data. The Grantee will also notify such authorized users of the civil and criminal sanctions for noncompliance contained in the applicable federal laws.

### **B. TECHNICAL SAFEGUARDS – MANUAL DATA SHARING**

1. The Grantee will advise all individuals with access to the survivor/registrant PII about the confidential nature of the information, the safeguard requirements of this Agreement, and the criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of survivor/registrant PII covered by this Agreement.

2. The Grantee will employ appropriate technical, physical, and administrative safeguards to secure all FEMA survivor/registrant PII shared under this Agreement, whether in physical or electronic form, only in places and in a manner that is safe from access by unauthorized persons or for unauthorized use.
3. The Grantee will ensure compliance with applicable law including but not limited to FISMA and associated NIST standards.
4. The Grantee will ensure that any cloud-based system that stores, analyzes, processes, or uses FEMA PII is an Authority to Operate (ATO) approved by the Federal Risk and Authorization Management Program (FedRAMP).
5. The Grantee will ensure that every IT system that stores, analyzes, processes, or uses FEMA PII, regardless of configuration or location, undergoes routine cybersecurity scans and has a valid ATO.
6. The Grantee will limit access to survivor/registrant PII provided by HUD only to the Grantee's personnel and Grantee authorized users who are administering disaster assistance to survivor/registrants on behalf of HUD.
7. The Grantee understands the personal and confidential nature of the survivor/registrant PII and agrees that they will comply with all applicable laws, regulations, policies, and provisions of this Agreement to protect the confidentiality of survivor/registrant PII. The Grantee understands that they are responsible for any privacy incidents concerning survivor/registrant PII within their possession and/or control.

#### **C. PHYSICAL SAFEGUARDS**

Physical records are not typically created as part of this process.

#### **D. ON-SITE INSPECTIONS**

HUD may make on-site inspections of the Grantee's recordkeeping and security practices or make provisions beyond those in this Agreement to ensure the adequate safeguarding of records exchanged.

### **XI. MONITORING AND COMPLIANCE**

The Grantee agrees that HUD and HUD Office of Inspector General may monitor compliance with the terms of this Agreement, including all privacy protections and non-discrimination requirements described below. HUD has the right to monitor and review (1) transactions conducted pursuant to this Agreement, (2) the use of information obtained pursuant to this Agreement, and (3) policies, practices, and procedures related to this Agreement. HUD has the right to make on-site inspections to audit compliance with this Agreement for the duration of any extension of this Agreement. The Grantee will cooperate to ensure the success of each HUD's monitoring and compliance activities.

### **XII. NON-DISCRIMINATION**

The Grantee must comply with fair housing and non-discrimination obligations in their use of CDBG-DR funds, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., the Fair Housing Act, 42 U.S.C. 3601 – 19, section 504 of the Rehabilitation Act of 1973, 29 U.S.C.

794, the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 et seq., and section 109 of the HCDA, 42 U.S.C. 5309.

The Grantee shall comply with requirements related to LEP in CDBG-DR Federal Register notices governing CDBG-DR grants.

In accordance with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and related agency implementing regulations, the Grantee will provide accommodations to individuals with disabilities to ensure effective communication, including, as applicable, providing qualified sign language interpreters, providing accessible electronic and information technology, and producing notices and publications in alternate formats at no charge to the individual. Persons with disabilities that may require accommodation and provision of alternative communication methods to ensure effective communication include persons who are deaf or hard of hearing, persons with vision impairments, and persons with psychiatric and/or developmental disabilities. the Grantee will comply with section 504 requirements made applicable by section 109 of title I of the Housing and Community Development Act of 1974 and implementing regulations (24 C.F.R. part 8, subpart C).

### **XIII. INCIDENT REPORTING AND NOTIFICATION RESPONSIBILITIES**

**A.** The Grantee agrees to report and track incidents in accordance with the most current, final version of NIST Special Publication 800-61. Upon detection of an incident related to this interconnection, the Grantee will promptly notify HUD’s System Security Contacts below.

1. The Grantee will promptly notify the following contact at HUD simultaneously:

HUD National Help Desk 1-888-297-8689.

**B.** If the Grantee experiencing the incident is unable to speak with HUD’s System Security Contacts within one hour, or if contacting the System Security Contact is not practical (for example: outside of normal business hours), then the following contact information will be used.

1. HUD Help Desk: (202) 708-3700

**C.** Neither HUD nor the Grantee will be liable for any cause of action arising from the possession, control, or use of survivor/registrant PII by an entity other than HUD or the Grantee, or for any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use of survivor/registrant PII.

Nothing in this Agreement will be construed as a waiver of sovereign immunity against suits by third persons against a state or local government.

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

- D.** The Grantee agrees to notify all System Security Contacts named in this Agreement as soon as possible, but no later than one hour, after the discovery of a suspected or confirmed breach involving PII. If the Grantee experiences an incident, it will also be responsible for following its internal established procedures including:
1. Notifying the proper organizations such as the United States Computer Emergency Readiness Team (US-CERT), the ISSOs, and other contacts listed in this document,
  2. Conducting a breach and risk analysis and determining the need for notice and/or remediation to individuals affected by the loss, and
  3. Providing such notice and credit monitoring to the affected individuals at no cost to HUD if the analysis, conducted by the Grantee having experienced the incident, indicates that individual notice and credit monitoring are appropriate.
- E.** In the event of any incident arising from or in connection with this Agreement, each party will be responsible only for costs and litigation arising from a breach of the party's own systems or data.

HUD will not be liable to the Grantee or to any third person for any cause of action arising from the possession, control, or use by the Grantee of survivor/registrant PII, or for any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use of survivor/registrant PII.

Nothing in this section should be construed as a waiver of sovereign immunity against suits by third persons.

#### **XIV. COMPTROLLER GENERAL ACCESS**

The Grantee authorizes the Comptroller General of the United States (the Government Accountability Office [GAO]), upon request, to have access to all the Grantee records that are subject to, and 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 process that are covered by this Agreement pursuant to 31 U.S.C. § 717 and 5 U.S.C. § 552a(b)(10).

#### **XV. DURATION OF AGREEMENT**

##### **A. EFFECTIVE DATE OF THE AGREEMENT**

1. This Agreement will become effective, and matching may commence, under this Agreement thirty days after notice of the matching program described in this CMA has been published in the Federal Register. If HUD receives public comments on a published matching notice, HUD shall review the comments to determine whether any changes to the matching notice are necessary. If HUD determines that significant changes to the matching notice are necessary, HUD shall publish a revised matching notice and provide an additional 30-day public comment and review period.
2. HUD will report the matching program to OMB and Congress for their advanced review and, upon approval from OMB, publish the matching notice in the Federal Register for 30 calendar days as required by 5 U.S.C. §§ 552a(e)(12), (o)(2)(A), and (r), and OMB Circular

*A-108, Federal Agency Responsibilities for Review, Reporting, and Publication under the Privacy Act, 81 Fed. Reg. 94424 (Dec. 23, 2016).*

3. This Agreement will remain in effect for a period not to exceed 18 months.

#### **B. RENEWAL OF THE AGREEMENT**

Pursuant to 5 U.S.C. § 552a(o)(2)(D), this Agreement may be extended for one 12-month period upon mutual agreement by the Grantee and HUD, and if the renewal occurs within three months of its expiration date. Renewals are subject to the requirements of the Privacy Act including certification by the Grantee and HUD to the responsible DIB that:

1. The matching program will be conducted without change, and
2. The matching program has been conducted in compliance with the original Agreement.

#### **C. TERMINATION OF THE AGREEMENT**

This Agreement will terminate when the purpose of the computer match has been accomplished, or after 18 months from the effective date of the Agreement, unless extended under Section XV.B. of this Agreement, without notice from either party; whichever comes first. This Agreement may also be terminated, nullified, or voided by either the Grantee or HUD if:

1. Either party violates the terms of this Agreement,
2. The Grantee or its authorized users misuse or improperly handle the data provided by HUD,
3. The Grantee and HUD mutually agree to terminate this Agreement prior to its expiration after 18 months, or
4. Either agency provides the other with 30 days written notice.
5. The computer matching agreement between FEMA and HUD, pursuant to which HUD may request data from FEMA, is terminated, and HUD and FEMA have not executed a subsequent computer matching agreement between FEMA and HUD that enables HUD to obtain data from FEMA on assistance provided through applicants registering for FEMA's Individuals and Households Program to share with the Grantee to prevent the duplication of benefits.

#### **D. SURVIVAL OF PROVISIONS**

The provisions on Records Usage, Duplication, and Redisclosure Restrictions, Disposition and Records Retention of Matched Items, Security Procedures, Incident Reporting and Notification Responsibilities, and all other provisions in this Agreement related to the access, treatment, and protection of FEMA data received from HUD under this Agreement shall survive the termination of this Agreement, and the penalties described in Section XIX shall survive termination and are available to enforce these requirements after termination.

**XVI. CONFLICTS WITH THE HUD-FEMA COMPUTER MATCHING AGREEMENT**

HUD and the Grantee agree that that, to the extent the terms of this Agreement conflict with provisions contained in the Computer Matching Agreement between the FEMA and HUD, signed by HUD on January 26, 2022, and FEMA on January 27, 2022, which became effective on March 14, 2022 (as may be amended from time to time) or any subsequent computer matching agreement between FEMA and HUD that enables HUD to obtain data from FEMA on assistance provided through applicants registering for FEMA’s Individuals and Households Program to share with the Grantee to prevent the duplication of benefits, the terms of the computer matching agreement between FEMA and HUD shall govern and take precedence over any conflicting provisions.

**XVII. AGREEMENT TO EXECUTE MODIFICATIONS REQUIRED BY THE HUD-FEMA COMPUTER MATCHING AGREEMENT**

The Grantee agrees to execute any modifications and amendments to this Agreement as may be required by HUD, in order to bring this Agreement into conformity with the Computer Matching Agreement between the FEMA and HUD, signed by HUD on January 26, 2022, and FEMA on January 27, 2022, which became effective on March 14, 2022 (as may be amended from time to time) or any subsequent computer matching agreement between FEMA and HUD that enables HUD to obtain data from FEMA on assistance provided through applicants registering for FEMA’s Individuals and Households Program to share with the Grantee to prevent the duplication of benefits.

**XVIII. GRANTS AND SEVERABILITY.**

By signing this Agreement, the Grantee and HUD agree that existing CDBG-DR grant(s) governing the CDBG-DR assistance for any disaster(s) for which the Grantee will request and receive data under this Agreement are amended to incorporate this Agreement and include its requirements as part of the grant terms and conditions. All other terms and conditions and obligations set forth in the CDBG-DR grant(s) remain unchanged. The parties also agree that when the Grantee requests and receives data under this Agreement for the purpose of determining individual benefit amounts for approved activities under the Grantee’s CDBG-DR action plan(s) for CDBG-DR grant(s) that are not amended by this provision, HUD may unilaterally impose a specific condition on the CDBG-DR grant(s) to incorporate this Agreement and include its requirements as part of the CDBG-DR grant terms and conditions.

Nothing in this Agreement is intended to conflict with current law. If a term in this Agreement contradicts such authority then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.



**XIX. PENALTIES.**

The Privacy Act provides for criminal penalties for the unauthorized disclosure of Privacy Act protected information to unauthorized third parties. Any person who knowingly or willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be subject to criminal penalties under the Privacy Act and may be subject to prosecution under other statutes such as 18 U.S.C. § 494, § 495, and § 1001. The penalty for violation of the Privacy Act is a fine of not more than \$5,000. In addition, the Grantee understands that if it or one of its employees, agents (including contractors or subcontractors), or subrecipients (including an agent or employee of its subrecipients) willfully discloses any such PII to a third party not authorized to receive it or otherwise violates the terms of this Agreement, HUD may revoke the Grantee’s access to data under this Agreement and pursue remedies for noncompliance under any grant agreement with the Grantee that incorporates this Agreement.

**XX. DATA INTEGRITY BOARD REVIEW AND APPROVAL**

HUD’s DIB will review and approve this Agreement prior to the implementation of this matching program. Disapproval by HUD’s DIB may be appealed in accordance with the provisions of the Computer Matching and Privacy Protection Act of 1988, as amended. Further, the HUD’s DIB will perform an annual review of this matching program. HUD agrees to notify the Chair of HUD’s DIB of any changes to or termination of this Agreement.

This Agreement may be modified only by mutual consent of both the Grantee and HUD and approval of HUD’s DIB. Any modifications must be in writing and satisfy the requirements of the Privacy Act and the requirements set forth in OMB Guidelines on the Conduct of Matching Programs, 54 Fed. Reg. 25,818 (June 19, 1989).

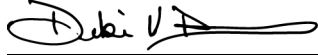
**XXI. POINTS OF CONTACT**

<b>HUD</b>	<b>GRANTEE</b>
U.S. Department of Housing and Urban Development, Office of Policy Development and Research Todd Richardson, General Deputy Assistant Secretary 451 Seventh Street SW, Room 8106 Washington, DC 20410 Tel: (202) 402-5706 Email: <a href="mailto:todd.m.richardson@hud.gov">todd.m.richardson@hud.gov</a>	Tel: 515-348-6145 Email: <a href="mailto:Debi.Durham@IowaEDA.com">Debi.Durham@IowaEDA.com</a> Debi Durham Director Iowa Economic Development Authority 1963 Bell Avenue Suite 200 Des Moines, IA 50315

**XXII. APPROVALS AND SIGNATURES**

**GRANTEE**

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



Director

September 22, 2022

[Enter name and title]

Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

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

\_\_\_\_\_

\_\_\_\_\_

Date

HUD's DIB has reviewed this Agreement and has found it in compliance with the provisions of the Privacy Act, as amended by the Computer Matching Privacy and Protection Act of 1988 and the Computer and Matching and Privacy Protections Amendments of 1990.

\_\_\_\_\_

**Bradley S. Jewitt**

Senior Agency Official for Privacy

U.S. Department of Housing and Urban Development

\_\_\_\_\_

Date

## Appendix A. CDBG-DR Grantee Data Fields

HUD will request data from FEMA on an as-needed basis to share with the Grantee. The Grantee will use these data to prevent the duplication of benefits by reviewing applications for CDBG-DR assistance and making determinations that CDBG-DR benefits provided to CDBG-DR grantee program applicants are not duplicative of assistance that the grantee program applicants already received from FEMA. All data sharing from HUD to the Grantee will occur in accordance with this Agreement, which addresses requirements related to the use and protection of the data.

**HUD Data Request to FEMA.** Based on the Grantee’s approved Action Plan(s) for any open CDBG-DR grants, HUD will request to FEMA on an as-needed basis the subset of household data needed by the Grantee to implement its specified program(s).

**HUD to HUD Grantee.** HUD, in turn, will share the requested data with the Grantee pursuant to this Agreement.

### Data HUD will share with the Grantee:

Data Fields
Alternate Current Contact Phone Number
SBA Referral Flag (Y/N)
Co-registrant Date of Birth
Co-registrant First Name
Co-registrant Last Name
Co-registrant SSN
Current Contact Phone Number
Current Location
Current Mailing 5 Digit Zip Code
Current Mailing Address City
Current Mailing Address Street
Current Mailing State
Current Mailing Zip 4 Digit Extension
Damaged Dwelling Address County
Damaged Dwelling Latitude
Damaged Dwelling Longitude
Damaged Dwelling Address 5 Digit Zip Code
Damaged Dwelling Address City
Damaged Dwelling Address Street
Damaged Dwelling State
Damaged Dwelling Zip Code 4 Digit Extension
Dependents (Number in Household)
Destroyed Flag (Y/N)
Disaster Number
FEMA Inspection Completed (Y/N)

FEMA Registration Number
Flood Zone
Gross Income
High Water Mark Location
High Water Depth in Inches
Household Member Age
Household Member First Name
Household Member Last Name
Inspection Completion(Y/N)
Insurance Settlement Flood Amount
Insurance Settlement Other Amount
Insurance Type (Insurance Code)
NCOMP Flag (Y/N)
Owner/Renter
Personal Property Total FVL Amount (Aggregated for all PERSONAL PROPERTY FVL (one field replaces all fields related to personal property damage)
Personal Property Flood Damage FVL Amount
Primary Residence (RI) (Yes/No)
Real Property Total FVL Amount (Aggregated for all REAL PROPERTY FVL (one field replaces all fields related to real property damage)
Real Property Flood Damage FVL Amount
Registrant Date of Birth
Registrant First Name
Registrant Last 4 Digits of SSN
Registrant Last Name
Residence Type
Temporary Housing Unit (THU) – Latest Currently Licensed-in Date
Total Housing Assistance Approved Amount (Aggregated Eligibility Amount)
Total Housing Assistance Approved Flood Damage Amount
Total Other Assistance Approved Amount (Aggregated Eligibility Amount)
Total Other Assistance Flood Damage Approved Amount
Total Other Needs Assistance Approved Amount (Aggregated Eligibility Amount)
Total Other Needs Assistance Flood Damage Approved Amount

Total Personal Property Assistance Amount (Aggregated Eligibility Amount)
Total Personal Property Assistance Flood Damage Amount
Total Repair Assistance Approved Amount (Aggregated Eligibility Amount)
Total Repair Assistance Flood Damage Amount
Total Replacement Assistance Approved Amount (Aggregated Eligibility Amount)

**Appendix B. Grantee Procedures for Verifying Matched FEMA Data and Contesting Grantee Benefit Determinations**

[needs to be provided by the Grantee]



## Appendix B

The CMA requires the State of Iowa to independently verify the information produced by a matching program and to provide the individual an opportunity to contest the State's findings. The State of Iowa will not deny, terminate, or make a final decision of any CDBG-DR assistance to an individual, or take other adverse action against such an individual as a result of the information produced by its matching program, until an officer or employee of the State has independently verified such information and the individual has had an opportunity of no less than 30 days from the date of the notice, per 5 U.S.C. 552a(p)(1)(C)(ii), to contest the State's findings.

When required by the Privacy Act, an independent verification requires investigation and confirmation of specific information relating to an individual that is used as a basis for an adverse action against the individual, including where applicable investigation and confirmation of

1. The amount of any asset or income involved
2. Whether such individual actually has or had access to such asset or income for such individual's own use
3. The period or periods when the individual actually had such asset or income

The State will require subrecipients to complete a Duplication of Benefits (DOB) form on IowaGrants for each individual applying for CDBG-DR assistance. Individuals will be required to list and provide documentation of other forms of assistance received to address the needs resulting from the disaster. Applicants must also sign and upload a Consent to Release Form allowing data to be shared for the purpose of a DOB analysis. The State will use this information to verify the information provided through the CMA.

Should the DOB form indicate that the individual has received FEMA assistance when the CMA does not indicate so, the State will contact the individual through certified mail to confirm the information submitted on the DOB form. The individual's deadline for a response will be at least 30 calendar days. Should the individual confirm that they received FEMA assistance, the State will coordinate with FEMA to identify the data discrepancy.

Should the CMA indicate that an applicant beneficiary has received benefits through FEMA assistance programs that would result in an adverse action against such an individual as a result of the CMA agreement, the State will send contact the individual through certified mail and provide them with a period of no less than 30 calendar days to contest/appeal the benefit determination. The State will describe the information it has received through FEMA CMA and the DOB process and provide instructions to the applicant beneficiary on how to contact the State to express disagreement with the State's findings and submit information to appeal the State's DOB finding. Upon receipt of the applicant beneficiary's information, the State will coordinate with FEMA and/or other entities to review and verify the information it has received. Upon a conclusion of the review, the State will contact the applicant beneficiary via certified mail and email (if provided by the applicant beneficiary) with its finding.

See the following pages for the State's Duplication of Benefits Policies and Procedures:

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I. INTRODUCTION

The State of Iowa was awarded \$56,940,000 in Community Development Block Grant - Disaster Recovery (CDBG-DR) from the U.S. Department of Housing and Urban Development (HUD) from funds appropriated under Public law 117-43 in response to 2020 derecho.

The CDBG-DR program requires that grantees, such as the State of Iowa, ensure that a Duplication of Benefits (DOB) does not occur in the use of CDBG-DR funds. Preventing DOB generally means that grantees may not use CDBG-DR funds for eligible costs funded by other sources and used for the same purpose. In other words, if a recipient of CDBG-DR funds (e.g., a homeowner affected by the '20 derecho) already received assistance from another source in response to the derecho, the recipient cannot also receive CDBG-DR funds for the same purpose, thus resulting in a DOB.

This manual establishes the policies and procedures to prevent DOB within the State of Iowa’s CDBG-DR program and is applicable to all of the State’s CDBG-DR funded activities in response to the 2020 derecho. In doing so, the State aims to also prevent fraud, waste, and abuse of the State’s CDBG-DR award. This Manual may be updated periodically to incorporate applicable changes in the CDBG-DR program as required by HUD and/or determined necessary by the State.

II. APPLICABLE REQUIREMENTS

PUBLIC LAW 116-20

Public Law 117-43 (“Appropriations Act) appropriated funds to HUD for CDBG-DR activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major disaster that occurred in 2020 or 2021. In addition, Public Law 117-43 required that, prior to awarding CDBG-DR funds to grantees, HUD must receive from the grantee information that allows HUD to certify that the grantee has established

adequate procedures to prevent any duplication of benefits as defined by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) (“Stafford Act”).

#### FEDERAL REGISTER NOTICER 85 FR 4681

Federal Register Notice 87 FR 6364 (“Allocation Notice”) allocated CDBG-DR funds to the State of Iowa in response to the 2020 derecho and requires prevention of DOB. The Allocation Notice also includes the requirements from Public Law 117-43 that the grantees establish adequate procedures to prevent any duplication of benefits.

#### STAFFORD ACT

DOB is regulated by the Stafford Act, as amended. The Stafford Act prohibits recipients of federal disaster grants from receiving financial assistance under any other program, or from insurance or any other source, for the same disaster loss.

#### FEDERAL REGISTER NOTICE 84 FR 28836

Federal Register Notice 84 FR 28836 (“2019 HUD DOB Updates Notice”) requires grantees to establish and adhere to adequate procedures to prevent any duplication of benefits as required by the Stafford Act, as amended, and the Disaster Recovery Reform Act of 2018 (DRRA). The Stafford Act states that grantees must analyze assistance to prevent a federal grant from paying costs that have already been paid for, or will be paid for, by another Federal program, insurance, or other sources.

#### PUBLIC LAW 115-254 (DRRA)

The Disaster Recovery Reform Act of 2018 (DRRA) Public Law No: 115-254 amends certain Stafford Act requirements for disasters occurring between 2016 and 2021 by allowing certain flexibility associated with the calculation of duplication of benefits with respect to subsidized loans. The 2020 derecho is covered by the DRRA and are incorporated into this manual.

#### UNIFORM ADMINISTRATIVE REQUIREMENTS AT 2 CFR 200

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 requires that costs of federal grants, including CDBG-DR funds, must “be **necessary** and **reasonable**”. These requirements (“Cost Principles”) prohibit using a federal grant for costs that have already been or will be paid from another source, and that the costs are considered reasonable if they do not “exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.”

Cost Principles are made applicable to states by 24 CFR 570.489(p). State grantees are also subject to 24 CFR 570.489(d), which requires states to have fiscal and administrative requirements to ensure that grant funds are used “for reasonable and necessary costs of operating programs.”

*Grantees’ DOB policies and procedures must describe how CDBG-DR funding will be verified as non-duplicative, and that costs are both accurate and within a market-rate or practical standard for specific work or products. When evaluating costs, grantees should consider questions such as, “Is there a need for the assistance? Is the cost necessary for an eligible activity? Does it meet program standards?”*

### III. ROLES AND RESPONSIBILITIES

#### IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA)

The Iowa Economic Development Authority (IEDA), also referred to as “the State”, is the recipient of CDBG-DR funding from HUD. The structure and process of the distribution of CDBG-DR funds to localities within the State is summarized in the State’s *Public Action Plan for Disaster Recovery*.

IEDA is responsible for ensuring that subgrantees comply with these DOB Policies and Procedures in their role of supporting potential beneficiaries to seek, apply for, and receive CDBG-DR assistance. IEDA is responsible for reviewing applications submitted by subgrantees and requests for assistance to determine and document that no DOB occurs. IEDA is ALSO responsible for the coordination of data-sharing agreements with state and federal partners as needed.

#### SUBGRANTEES

Eligible localities apply to IEDA for CDBG-DR funding via the [IowaGrants](#) management portal. Funding for subgrantees may be administered by the region’s Council of Government (COG) or a qualified entity as determined by IEDA. Subgrantees, in their role of reviewing and submitting applications, are responsible for ensuring that all required data is uploaded and submitted via [IowaGrants](#) to enable IEDA to validate DOB.

#### APPLICANT

An applicant may be a subgrantee or a household/family applying for funds through the subgrantee, depending on the CDBG-DR activity. The applicant is the subject of a DOB review, as they are the ones receiving CDBG-DR funds.

#### BENEFICIARIES

Beneficiaries are those that benefit from CDBG-DR funds and may be individuals or households/families. If the subgrantee is the applicant, then the beneficiaries are individuals that benefit from the CDBG-DR funds. If the applicant is a household/family, then the household/family is also the beneficiary.

### IV. DOB KEY TERMS

## DUPLICATION OF BENEFITS (DOB)

A DOB occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Presidentially declared disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source.

In other words, a DOB occurs when:

- A Beneficiary receives assistance or anticipates receiving assistance; and
- The assistance is from multiple sources (i.e., FEMA, SBA, nonprofits, private insurance, SBA, PPP, City, State, etc.); and
- The assistance amount exceeds the total need for a specific purpose.

## TYPES OF ASSISTANCE

There are a variety of funding sources that may be considered a DOB depending on the funding source, purpose, and use. Assistance considered to be a potential DOB includes:

- Other disaster recovery funding (e.g., FEMA, Army Corp, SBA)
- Cash awards
- Insurance proceeds
- Grants
- Subsidized loans received by or available to each CDBG-DR applicant
- Awards or assistance under local, state, and private or nonprofit organizations
- Other HUD grants (e.g., HOME, CDBG)

Assistance not considered to be a potential DOB includes:

- Personal assets such as money in a checking or savings account (excluding insurance proceeds or other assistance deposited into the applicant's account)
- Declined or cancelled subsidized loans (including SBA loans)

- Private loans
- Government-subsidized loans, including subsidized loans, provided that all Federal assistance is used toward a loss suffered as a result of a major disaster or emergency.
- Unemployment benefits
- Retirement accounts
- Credit cards and lines of credit
- In-kind donations (although these non-cash contributions known to the grantee reduce total need)
- Assistance provided for a different purpose than the CDBG-eligible activity, or a general, non-specific purpose (e.g., “disaster relief/recovery”) and not used for the same purpose
- Funds received for a different disaster declaration other than the coronavirus pandemic
- Funds not available to the applicant, like when insurance funds must be used for a forced mortgage payoff

**Private Loans:** A loan that is not provided by or guaranteed by a governmental entity, and that requires the CDBG-DR applicant (the borrower) to repay the full amount of the loan (principal and interest) under typical commercial lending terms, e.g., the loan is not forgivable.

**Subsidized Loans:** Loans other than private loans, including forgivable loans. Both SBA and FEMA provide subsidized loans for disaster recovery.

**Declined Loans:** Loan amounts that were approved or offered by a lender in response to a loan application, but were turned down by the applicant, meaning the applicant never signed loan documents to receive the loan proceeds.

**Cancelled Loans:** The borrower has entered a loan agreement, but for a variety of reasons, all or a portion of the loan amount was not disbursed and is no longer available to the applicant. (Must document that the loan is no longer available). The loan cancellation may be due to default, agreement by both parties to cancel the undisbursed portion of the loan, or expiration of the term for which the loan was available for disbursement.

## FUNDS FOR A DIFFERENT PURPOSE

Any assistance provided for a different purpose than the CDBG-DR eligible activity, or a general, nonspecific purpose (e.g., “disaster relief/recovery”) and not used for the same purpose must be excluded from total assistance when calculating the amount of the DOB.

## V. DOB PROCEDURES

### INFORMATION SHARING

IEDA will establish data-sharing agreements as necessary with federal, state, and other entities, to ensure ongoing exchange to access data files. The agreements will allow information access for previous benefits paid to the applicant from FEMA, SBA, National Flood Insurance Program (NFIP), private insurance, and private or non-profit funding.

### ORDER OF ASSISTANCE

Iowa must verify whether FEMA or Army Corps funds are available for an activity (i.e., the application period is open) or the costs are reimbursable by FEMA or Army Corps (i.e., the grantee will receive FEMA or Army Corps assistance to reimburse the costs of the activity) before awarding CDBG-DR assistance for costs of carrying out the same activity. If FEMA or Army Corps are accepting applications for the activity, the applicant must seek assistance from those sources before receiving CDBG-DR assistance.

### THIRD PARTY VERIFICATION

Before CDBG-DR assistance is provided to any beneficiary, IEDA analyzes and documents that Subgrantees, assisted individuals or families, businesses, and other entities that receive CDBG-DR assistance have not previously received, or will not receive, duplicative assistance from another source.

IEDA and its Subgrantees will utilize a third-party verification process by sending a **Consent to Release Form** signed by the applicant to all agencies identified by an applicant as well as all known financial assistance resources to determine whether resources were received, this includes federal, state, and local, non-profit agencies and other organizations.

In the case of third-party verification and, in the absence of a non-response from agencies after three requests, the DOB Coordinator (in collaboration with the Subgrantee) will use information obtained from the applicant and through their own research efforts to acquire the needed data.

### DOB DATA COLLECTION (APPLICATION)

Applications submitted via **IowaGrants** require the applicant to list and provide documentation of other forms of assistance received to address the needs resulting from the disaster. Applicants must also sign and upload a **Consent to Release Form** allowing data to be shared for the purpose of DOB analysis.

Applicants are also asked if they ever received federal assistance if the property is in the floodplain. A third-party verification must be conducted on all properties located in a floodplain. NFIP, local register of deeds offices, and other resources should be researched to determine whether the property ever received federal disaster assistance. If the home received previous federal assistance and did not maintain flood insurance the property is not eligible for CDBG-DR assistance.

Subgrantees, assisting applicants to prepare applications, are expected to ensure that all supporting documentation is included in the application prior to IEDA review.

### SUBROGATION AGREEMENT

To address any potential duplication, the Allocation Notice requires beneficiaries to enter a signed agreement (“**Subrogation Agreement**”) to repay any assistance later received for the same purpose as the CDBG–DR funds. The agreement must also include the following language: “Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.”

The subgrantee is responsible to identify a method to monitor compliance with subrogation agreements. The subgrantee must maintain up-to-date records regarding subrogation agreements. A subgrantee must notify the State regarding any changes to such agreements for a reasonable period of time, the duration of the contract between the State and the subgrantee.

### IEDA DOB REVIEW PROCESS

The DOB submission and review process follows one of two pathways depending on the CDBG-DR funded activity:

1. **Review Process 1.** (e.g., mitigation, infrastructure, clearance, & new housing). These are programs where the beneficiary(ies) and project budget are already known. The DOB Verification, including maximum award amount, can then be calculated based on the application for funding.



## 2. Review Process 2. (e.g. buyouts, rehab, downpayment assistance)

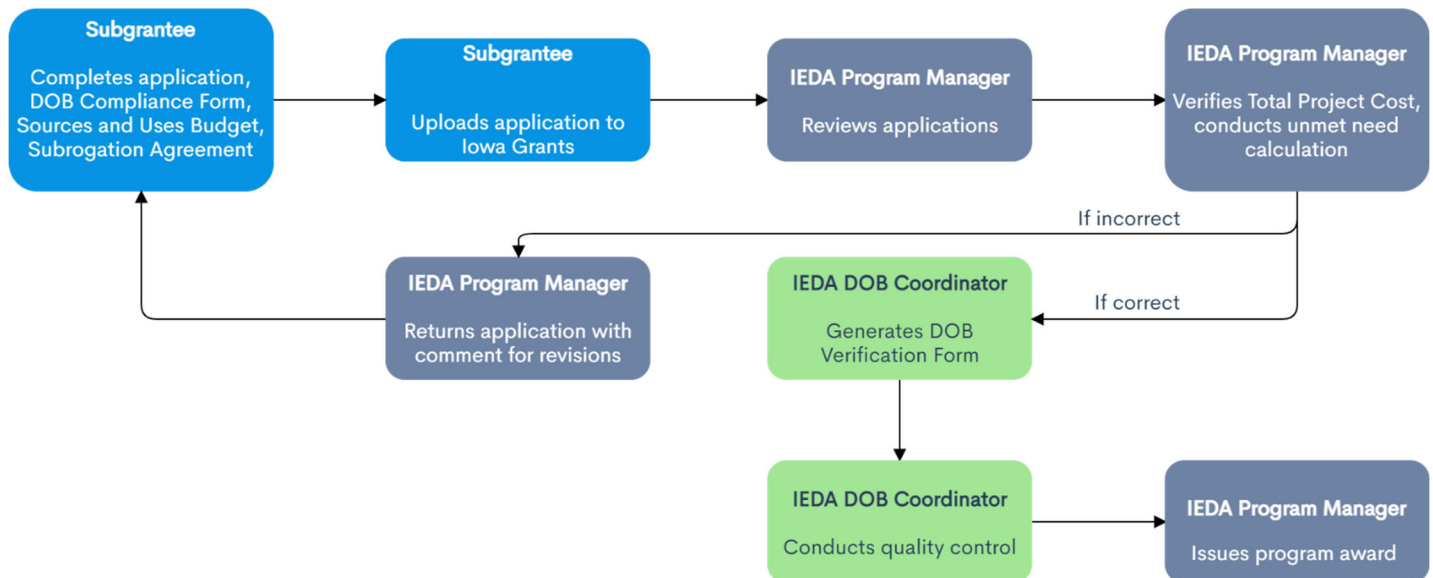
These are programs where IEDA will first provide a program

award to the Subgrantee. Thereafter, the Subgrantee identifies and confirms eligible beneficiaries and assists with application submission via **Iowa Grants**. Upon submission, the DOB Verification will be completed per beneficiary through a **DOB Status Report**.

In both circumstances an **IEDA DOB Verification Form** will be generated and uploaded into **Iowa Grants**.

### DOB PROCEDURES: Review Process 1

1. **Subgrantee** completes and submits application via **Iowa Grants** to IEDA for each individual project, including the following supporting documentation:
  - a. **Sources and Uses Budget**.
  - b. **DOB Certification**.
  - c. **Subrogation Agreement/Affidavit**.
2. **IEDA Program Manager** reviews application for accuracy and completeness.
3. **IEDA Program Manager** validates the applicant's **Total Unmet Need = Total Project Costs – Duplicative Assistance (if any)** and verifies the CDBG-DR cost share does not exceed Total Project Costs.
  - a. If the Application data is incorrect, **IEDA Program Manager** enters comments and changes **Application** to "Correcting" status for **Subgrantee** to edit and resubmit.
  - b. If the competitive round does not allow for Application modifications, the Application will be marked as "Ineligible".
4. During Application Review, **IEDA DOB Coordinator** conducts review of data provided in DOB Certification and generates **DOB Verification Form** and uploads to "Application Review" in **Iowa Grants**.
5. **IEDA DOB Coordinator** validates all potentially duplicative assistance (including outreach to third parties as necessary).
6. **IEDA Program Manager** issues award to Subgrantee based on the assessment of the Application, including the DOB, and proceeds with executing a Subrecipient Agreement.

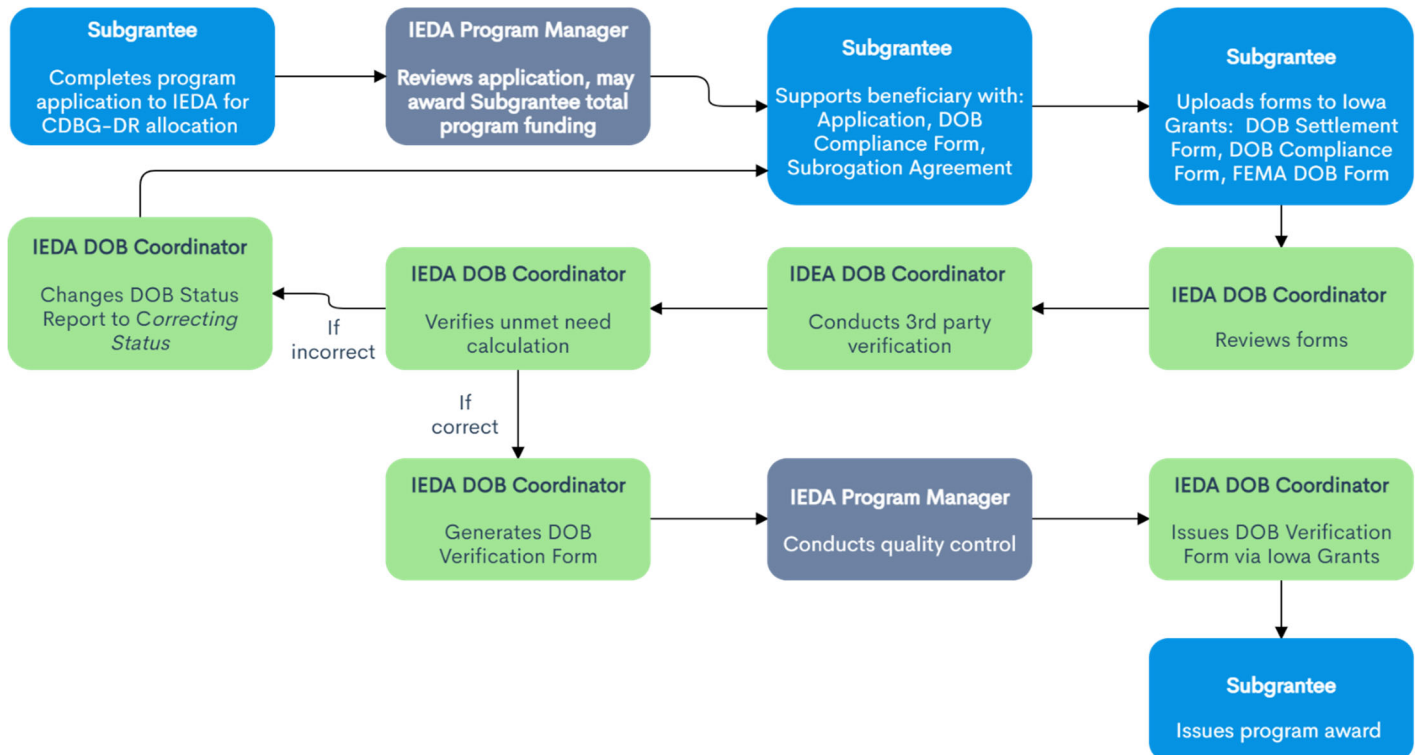


### DOB PROCEDURES: Review Process 2

1. **Subgrantee** completes and submits application via Iowa Grants to IEDA for the amount of funds needed for the program, up to the program allocation amount.
2. **IEDA Program Manager** reviews the application and supporting documentation, and if approved makes an award (Subrecipient Agreement) to the Subgrantee for the amount of funds needed for the program, up to the program allocation amount.
3. **Subgrantee** works with applicant to finalize and sign all beneficiary and address specific documentation, including the following (however in some cases FEMA forms may be used instead of these):
  - a. Consent to Release Form.
  - b. DOB Certification.
  - c. Subrogation Agreement.
4. **Subgrantee** uploads completed forms into the **DOB Status Report**, including total unmet need and awards from other programs that may be considered a duplication.
5. **IEDA DOB Coordinator** reviews **DOB Status Report** for completeness regarding DOB, including supporting documentation.
6. **IEDA DOB Coordinator** validates all potentially duplicative assistance (including outreach to third parties as necessary). When another federal agency has conducted DOB for a match program the prior verification information will be used for IEDA's verification process.
7. **IEDA DOB Coordinator** identifies other assistance not to be duplicative because funds are used for a different purpose or the funds that are not considered to be duplicative.
8. **IEDA DOB Coordinator** validates the applicant's **Total Unmet Need = Total Project Costs – Duplicative Assistance**, (up to the program cap).
9. **IEDA DOB Coordinator** confirms that the Application DOB data aligns with the DOB calculation.

- a. If the Application data is incorrect or the supporting documentation does not match the third-party verification, IEDA DOB Coordinator changes DOB Status Report to “Correcting” status for Subgrantee to edit and resubmit.
- b. If the Application data is correct, IEDA DOB Coordinator changes DOB Status Report to “Approved” status and generates DOB Verification Form. This form clearly shows the beneficiary’s award amount based on DOB calculation.

10. IEDA Program Manager conducts quality control review of DOB Verification Form and uploads to IowaGrants where it can be accessed by the subgrantee and provided to the applicant/beneficiary.



## VI. ATTACHMENTS

- Consent to Release Form
- DOB Certification
- Subrogation Agreement
- DOB Verification
- Sources and Uses Budget
- Subrogation Agreement/Affidavit

## VII. RESOURCES

[HUD Duplication of Benefits Webinar \(2019\)](#)