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COMPUTER MATCHING AGREEMENT (CMA)

BETWEEN

UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS)
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA),

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

AND

HUD's COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR) GRANTEES

I. INTRODUCTION

The U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), and HUD's COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR) GRANTEES who have agreed to terms identified in Appendix F, 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 such as 54 Fed. Reg. 25,818 (June 19, 1989) and 56 Fed. Reg. 18,599 (April 23, 1991). For purposes of this Agreement, FEMA and HUD will serve as both source and recipient agencies, as defined in 5 U.S.C. §§ 552a(a)(9) and (11), and CDBG-DR grantees will receive records as non-federal agencies as defined in 5 U.S.C. § 552a(a)(10).

II. DEFINITIONS, PURPOSE, AND LEGAL AUTHORITY

This CMA addresses essential data sharing in the cooperative operation of FEMA emergency sheltering and housing assistance programs and HUD's rental assistance programs and CDBG-DR grants, including Community Development Block Grant Mitigation (CDBG-MIT), National Disaster Resilience Competition (CDBG-NDR), and CDBG-DR grants for limited activities.

HUD rental assistance programs include Public Housing, Housing Choice Vouchers, Project Based Section 8, Section 202, and Section 811. These programs provide rental assistance to low-income renters. When impacted by a disaster, these tenants may be displaced and be eligible for FEMA assistance. This CMA supports data sharing between FEMA and HUD to quickly move families from FEMA assistance back to HUD assistance as well as prevent a risk of duplication of benefits.

In response to Presidentially declared disasters, Congress may appropriate additional funding under the Community Development Fund heading for the Community Development Block Grant (CDBG) Program as disaster recovery grants to support recovery, mitigation, and related purposes that help to rebuild the affected areas and provide crucial seed money to start the recovery process particularly for low- and moderate-income persons. Since CDBG-DR assistance may fund a broad

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range of recovery and mitigation activities, HUD grants can help communities and neighborhoods that otherwise might not recover due to limited resources.

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), FEMA and HUD may not provide duplicative financial assistance to individuals and households for the same disaster-related need. CDBG-DR grantees are subject to similar duplication of benefits requirements in appropriations acts that make available CDBG-DR funds. Pursuant to Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, and related regulations at 24 CFR 58.6(b), HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment to a person for repair, replacement, or restoration for flood damage to any personal, residential or commercial property if: (1) the person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and (2) the person failed to obtain and maintain flood insurance.

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.

As described, this Agreement sets forth the responsibilities for FEMA, HUD, and CDBG-DR grantees with respect to the use and protection of data described in this Agreement. CDBG-DR grantees agree to the proper protection of this data and appropriate participation in this matching program and compliance with this Agreement's terms. Before any data that is subject to this Agreement is shared with a CDBG-DR grantee, the CDBG-DR grantee must sign the grantee signatory page in Appendix D. HUD will request data from FEMA on an as-needed basis to share with CDBG-DR grantees to identify needs for the use of grant funds, to conduct outreach to disaster-affected individuals, to prevent the duplication of benefits, and to comply with requirements to limit certain flood disaster assistance to a person that failed to obtain and maintain flood insurance when required as a condition of previous federal flood disaster assistance or the CDBG-DR grant.

A. DEFINITIONS

HUD CDBG-DR Grantee:

For purposes of this Agreement, HUD CDBG-DR grantees (also referred to as CDBG-DR grantees throughout this document) are non-federal agencies as defined by 5 USC § 552a(a)(10), such as state and local governments (including territories), and Indian tribes, that have received, or that HUD determines[1] are likely to receive, an allocation of CDBG-DR funds for disaster recovery. Information about past CDBG-DR grantees is included in Appendix E. Appendix E is included to inform the parties and the public about the classes of entities that are likely to become parties to this Agreement by signing the signatory page in Appendix D after HUD and FEMA sign this Agreement.

[1] HUD will not determine that a state, local government, or Indian tribe is likely to receive a CDBG-DR grant unless HUD can conclude, based on the best available data, that: (1) the area served by the governmental entity is an area that is most impacted and distressed as a result of a major disaster due to serious unmet needs for housing, economic revitalization, and infrastructure; (2) the governmental entity meets other criteria established by CDBG-DR appropriations acts; and (3) that the governmental entity has previously administered CDBG-DR, CDBG-MIT, CDBG or other housing and community development funds made available pursuant to the Housing and Community Development Act of 1974.

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HUD CDBG-DR Grantee Program Applicants:

Grantee program applicants are individuals, businesses, households, or other entities that apply to a CDBG-DR grantee or its subrecipients for CDBG–DR assistance, as well as entities that use CDBG–DR assistance for an activity without submitting an application (e.g., the department or agency of the grantee administering the grant, other state or local departments or agencies, or local governments).

Pre-Disaster HUD Housing Program Recipient:

A household or person who was receiving a housing subsidy prior to a disaster from one of HUD's assistance programs, such as Housing Choice Vouchers, Public Housing, Project Based Section 8, Section 202, or Section 811.

National Flood Insurance Program (NFIP) Assistance Programs:

NFIP policyholders and survivor assistance programs, including grants and loans.

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).

NFIP Policyholder or Policyholder:

For purposes of this Agreement, a policyholder is a person with an effective NFIP flood insurance policy contract.

NFIP Claimant or Claimant:

For purposes of this Agreement, a claimant is an NFIP policyholder that files a flood insurance claim.

Emergency Sheltering:

Emergency sheltering in this Agreement pertains to all forms of emergency sheltering under the Stafford Act, including, but not limited to, Congregate Sheltering, Public Assistance Non-Congregate Sheltering (PA NCS), and Transitional Sheltering Assistance (TSA). FEMA may provide Public Assistance (PA) funding under Section 403 of the Stafford Act to state, local, tribal, and territorial governments for emergency sheltering (in both congregate and non-congregate locations). TSA is a form of Non-Congregate Sheltering (NCS) provided to eligible FEMA IHP applicants transitioning out of emergency shelters and into temporary or permanent housing solutions.

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 FEMA, HUD, and CDBG-DR grantees identified in Appendix F. FEMA and HUD will make efforts to assist disaster survivors with securing emergency housing solutions. FEMA, HUD, and CDBG-DR grantees will comply with requirements to prevent duplication of benefits between FEMA and HUD

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sources of assistance and CDBG-DR grantees will use FEMA data in their CDBG-DR process. The computer matching program will serve three purposes, as follows.

1. To transition HUD housing recipients, whose HUD homes are uninhabitable due to a declared disaster or emergency with Individual Assistance (IA) authorized, from emergency sheltering or FEMA housing assistance back into HUD-assisted housing. FEMA will quickly and efficiently match pre-disaster HUD housing program recipients with emergency sheltering or housing assistance recipients. Matching allows for early coordination between FEMA and HUD regarding HUD clients who are receiving emergency sheltering or FEMA housing assistance. The goal is to identify HUD housing program recipients participating in FEMA programs and return them to HUD housing assistance while also preventing duplication of individual benefits.

2. To allow HUD to develop the funding formulas to request additional appropriations from Congress and allocate funding for CDBG-DR grant awards. Data associated with this Agreement will be used by HUD to calculate the amount of HUD's CDBG-DR grants, which are based on the number of unmet needs for the disaster. HUD performs a complex grants formulation process using Personally Identifiable Information (PII) data from FEMA and the Small Business Administration (SBA) to generate its CDBG-DR grant allocations and figures estimating unmet disaster needs for OMB and Congress.

   CDBG-DR grantees will agree to the terms of this CMA and sign the grantee signatory page in Appendix D. HUD will then provide data covered by this Agreement to the applicable CDBG-DR grantee so the CDBG-DR grantee can start planning and marketing the use of CDBG-DR grant funds. This data is not used for the determination of benefits.

3. To support duplication of benefit checks conducted by CDBG-DR grantees for CDBG-DR grant-funded programs and compliance with requirements in 42 USCS § 5154a and 24 CFR 58.6(b) that prohibit assistance for repair, replacement or restoration for flood damage to any personal, residential or commercial property in certain cases when flood insurance is not obtained and maintained, HUD will request IHP and NFIP data from FEMA on an as-needed basis to share with CDBG-DR grantees. HUD's data request will be based on the specific program requirements specified in a CDBG-DR grantee Action Plan (including proposed action plans), such as data for all survivors meeting specific criteria related to tenure, geography, and type of FEMA benefit receipt. The data will be provided to facilitate expedited program implementation while preventing the duplication of benefits already received from FEMA. NFIP data will also be used to determine whether an applicant for CDBG-DR assistance to repair, replace, or restore personal residential or commercial property failed to obtain and maintain flood insurance. All sharing of data covered by this Agreement from HUD to CDBG-DR grantees will occur in accordance with the terms of this CMA, and all CDBG-DR grantees that request or receive this data will sign the grantee signatory page in Appendix D. FEMA will support HUD by providing data analysis and FEMA assistance data to HUD.

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.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

1. 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 that make CDBG-DR funds available, including those listed in paragraph II.C.8. of this Agreement, 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.

2. Section 408(i) of the Stafford Act, 42 U.S.C. § 5174(i), directs and authorizes FEMA, in carrying out Section 408 (Federal Assistance to Individuals and Households), to "develop a system, including an electronic database," to:

   a) Verify the identity and address of recipients of assistance to provide reasonable assurance that payments are made only to an individual or household that is eligible for such assistance,

   b) Minimize the risk of making duplicative payments or payments for fraudulent claims,

   c) Collect any duplicate payment on a claim or reduce the amount of subsequent payments to offset the amount of any such duplicate payment,

   d) Provide instructions to recipients of assistance regarding the proper use of any such assistance, regardless of how such assistance is distributed, and

   e) Conduct an expedited and simplified review and appeal process for an individual or household whose application for assistance is denied.

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. 7,852 (February 10, 2022), and the FEMA-003 National Flood Insurance Program Files System of Records Notice, 79 Fed. Reg. 28,747 (May 19, 2014), 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, 87 Fed. Reg. 7,852 (February 10, 2022; Routine Use I.1), FEMA may disclose applicant information to other federal entities with programs that make available disaster assistance to individuals and households, administer a disaster-

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

related program, and/or give preference of priority to disaster applicants, including those that evacuate from a declared state to another state, and/or to prevent a duplication of efforts or benefits.

b) Pursuant to Routine Use I.2 of the FEMA-008 Disaster Recovery Assistance Files System of Records, 87 Fed. Reg. 7,852 (February 10, 2022; Routine Use I.2), FEMA may disclose applicant information to state, tribal, and territorial agency programs that make available disaster assistance to individuals and households, and/or give preference of priority to disaster applicants, including those that evacuate from a declared state to another state, and/or to prevent a duplication of efforts or benefits.

c) Pursuant to Routine Use S of the FEMA-008 Disaster Recovery Assistance Files System of Records, 87 Fed. Reg. 7,852 (February 10, 2022; Routine Use S), FEMA may share information with other federal, state, or local government agencies under approved computer-matching programs for the purposes articulated in Subsection (a)(8)(A) of the Privacy Act.

d) Pursuant to Routine Use I of the FEMA-003 National Flood Insurance Program Files System of Records Notice, 79 Fed. Reg. 28,747 (May 19, 2014), FEMA may share National Flood Insurance Program Files with federal, state, local, tribal, or territorial government agencies to prevent duplication of benefits or to address needs unmet by eligible, ineligible, or partially eligible NFIP claims payments.

e) Pursuant to Routine Use L of the FEMA-003 National Flood Insurance Program Files System of Records Notice, 79 Fed. Reg. 28,747 (May 19, 2014), FEMA may share National Flood Insurance Program Files with state, local, and tribal government agencies to ascertain the degree of financial burdens they expect to assume in the event of a flooding disaster within its jurisdiction.

5. At times, the President may authorize both emergency sheltering and Section 408 federal assistance to individuals and households, pursuant to either a major disaster under Section 403, at 42 U.S.C. § 5170b, or an emergency under Section 502 of the Stafford Act, 42 U.S.C. § 5192. Essential Assistance, pursuant to Section 403(a)(3)(B) of the Stafford Act, 42 U.S.C. § 5170b, authorizes emergency sheltering, including both congregate and non-congregate sheltering, to meet the immediate needs of disaster survivors for a major disaster. Additionally, federal assistance where necessary to prevent human suffering under Section 502(a)(8) authorizes emergency sheltering for an emergency.

6. Essential Assistance pursuant to Section 403(a)(3)(B) of the Stafford Act, 42 U.S.C. § 5170b authorizes FEMA to provide emergency sheltering, including non-congregate sheltering to meet the immediate needs of disaster survivors. 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:

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

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.

7. HUD's System of Records Notice (SORN) provides individuals with notice of HUD's intended uses of information contained within the following systems of records:

a) Inventory Management System, also known as the Public and Indian Housing Information Center (IMS/PIC), HUD/PIH.01, 88 Fed. Reg. 66037 (September 26, 2023),
b) Enterprise Income Verification (EIV), HUD/PIH-5, 87 Fed. Reg. 50635 (August 17, 2022), and
c) Tenant Rental Assistance Certification System (TRACS), HSNG/MF.HTS.02, 88 Fed. Reg. 62813 (September 13, 2023).

The applicable routine uses for IMS/PIC are Routine Use 10 and 11. The applicable routine use for EIV is Routine Use D. The applicable routine use for TRACS is Routine Use 13.

8. 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 (1) prevention of fraud, waste, and abuse, (2) order of assistance, and (3) prevention of duplication of benefits on HUD or its CDBG-DR grantees, as directed by the applicable act.

The appropriations acts also require HUD to make allocations based on a determination of unmet need in the "most impacted and distressed areas" resulting from major disasters.

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 117–328, 117–180, 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–

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

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).

9. The HUD regulation at 24 C.F.R. § 982.352(c) prohibits a family from receiving the benefit of Section 8 tenant-based assistance under the Housing Choice Voucher Program while also receiving the benefit of any of the following forms of other housing subsidy for the same or a different unit:

   a) Public or Indian housing assistance,

   b) Section 8 assistance (including other tenant-based assistance) under Section 8 of the U.S. Housing Act of 1937, 42 U.S.C. § 1437f,

   c) Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974),

   d) Section 101 of the Housing and Urban Development Act of 1965, 12 U.S.C. § 1701s (Section 101 rent supplements),

   e) Section 236 of the National Housing Act, 12 U.S.C. § 1715z-1 (Section 236 rental assistance payments),

   f) Tenant-based assistance under the HOME Investment Partnerships Program (HOME) authorized by Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. § 12701 *et seq*.,

   g) Rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. § 1441 *et seq.* (a program of the Rural Development Administration),

   h) Any local or state rent subsidy,

   i) Section 202 of the Housing Act of 1959, 12 U.S.C. § 1701q, as amended (Section 202 supportive housing for the elderly),

   j) Section 811 of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. § 8013 (Section 811 supportive housing for persons with disabilities),

   k) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance) authorized by Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. § 1701a note, amending Section 202(h) of the Housing Act of 1959, or

   l) Any other duplicative federal, state, or local housing subsidy, as determined by HUD. For this purpose, "housing subsidy" does not include the housing component of a welfare payment, a Social Security payment received by the family, or a rent reduction because of a tax credit.

   m) HUD imposes grant agreement terms that implement flood insurance requirements such as Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, and related regulations at 24 CFR 58.6(b), that prohibits the use of CDBG-DR grants to make a payment to a person for repair, replacement or restoration for flood damage to any personal, residential or commercial property if: (1) the person had

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and (2) the person failed to obtain and maintain flood insurance.

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 law, FEMA will not provide continued temporary housing assistance to individuals who are receiving duplicative housing benefits from HUD. However, disaster survivors who already receive HUD assistance, but have had that assistance interrupted due to the disaster, may still be able to receive FEMA benefits until HUD assistance can be reestablished. FEMA will conduct computer matching with HUD to compare applicable disaster applicant data to ensure that individuals are not receiving FEMA housing assistance for a specific declared disaster that duplicates any rental housing assistance from HUD.

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) instructions on federal agency responsibilities for maintaining records about individuals.

B. EXPECTED RESULTS - COST-BENEFIT ANALYSIS

Based on historical data, HUD and FEMA anticipate that computer matching will help eliminate duplication of benefits. For example, FEMA received 2,160,284 registrations in response to hurricanes Katrina and Rita, of which 5,140 were deemed ineligible because of duplicate rental housing assistance. Additionally, an estimated 27 percent of the more than 160,000 recipients for HUD's Katrina-Rita CDBG-DR grantee homeowner rehabilitation programs had received IHP assistance from FEMA. An estimated 37 percent of homeowner beneficiaries[2] for Katrina and Rita had an NFIP flood insurance payout. FEMA received 176,157 NFIP flood insurance claims from these events that had a claim payment associated with the claim. IHP, CDBG-DR, and NFIP assistance may not be duplicative if they do not cover the same need. However, the risk of CDBG-DR assistance duplicating IHP and NFIP assistance increases if the homeowner received more than one form of assistance.

In the Katrina-Rita data examples in the above paragraph, since no CMA 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

[2] Termed as "CDBG recipients" in the referenced study, Housing Recovery on the Gulf Coast - Phase II (Results of Property Owner Survey in Louisiana, Mississippi, and Texas (huduser.gov).

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Hurricane Katrina did not complete rebuilding until 18 months or more after the event. With a CMA 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.

The associated cost-benefit analysis indicates the Agreement will have a tangible savings to both agencies. If approved, the annual savings would equal approximately $119,370,000 for HUD and approximately $919,000 for FEMA. The cost-benefit analysis was based on a seven-year Life Cycle Cost Estimate (LCCE), like a Capital Investment Plan (CIP), composed of five budget years and two out years. It is estimated that one catastrophic disaster season, like the Katrina-Rita hurricane season, will occur within the seven-year cost estimate. This assumption was made by the Disaster Assistance Improvement Program (DAIP) finance team.

In June 2009, DHS's Office of Inspector General (DHS-OIG) issued a report titled "Management Advisory Report: *Computer Data Match of FEMA and HUD Housing Assistance Provided to Victims of Hurricanes Katrina and Rita*" (OIG-09-84). DHS-OIG identified a significant potential risk for wasting millions of taxpayer dollars during and after the rebuilding and recovery efforts of Hurricane Katrina and Rita due to duplication of benefits.

DHS-OIG estimated an average rental assistance payment amount of approximately $800 per month, and a total of 3,743 improper payments during the housing assistance periods for both disasters from August of 2005 to February of 2006. This resulted in the issuance of nearly $3 million in improper payments. This calculation is based on multiplying the approximate rental assistance payment amount ($800) per month by the estimated number (3,743) of improper payments ($800 x 3,743 = $2,994,400).

DHS-OIG determined that the duplication of housing benefits was due to (1) the lack of accurate data about the survivors' addresses, (2) FEMA and HUD paying the landlord at the same time for the same rental unit, or (3) FEMA and HUD paying the landlord at the same time to live at a different rental unit.

Preventing duplicative payments will benefit FEMA due to the reduction of its housing assistance awards for applicants already receiving HUD assistance. HUD will also benefit from this Agreement. Access to FEMA data will enable HUD to identify HUD-assisted households displaced by a disaster and help survivors return more quickly to a stable, permanent home. FEMA data will also allow HUD's CDBG-DR grantees to detect potential duplication of benefits. FEMA and CDBG-DR grantees need to ensure that the sum of benefits received does not exceed the amount allowable for a disaster survivor, often referred to as unmet needs. Multiple forms of assistance for the same purpose may not be duplicative if together they do not exceed total unmet needs.

The overall number of IHP applicants is relative and fluctuates based on the size and impact area of the disaster, which creates difficulties in estimating the number of potential applicants. However, based on the OIG report and FEMA-HUD coordination, the expected results of this Agreement will be to (1) reduce duplication of benefits for disaster survivors, (2) reduce confusion on available benefits among survivors and implementing agencies, and (3) increase the speed of providing benefits to survivors.

From 2014-2020, FEMA approved an average of 195,612 applicants for housing assistance under IHP per year. Before HUD and FEMA started sharing data through a CMA, the Government Accountability Office (GAO) released a report, GAO-06-1013, that concluded

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

that FEMA estimated 1-3 percent in improper IHP payments. Taking the midpoint of 2 percent, we can assume that, without the HUD CMA, FEMA would have issued improper payments to approximately 27,000 applicants during the 2014-2020 timeframe. Taking an average monthly payment of $500, that equates to almost $13.5 million in improper payments.

Although data sharing between HUD, FEMA, and CDBG-DR grantees is helpful in identifying these improper payments, we know that it will not catch all. For this reason, the Cost-Benefit Analysis (CBA) assumed the data sharing under this Agreement would avoid 50 percent in improper payments to equal nearly **$1 million per year in cost avoidance**. Over the seven-year period of the analysis, the total cost avoidance for FEMA equals $6,846,410.

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 were assisted with CDBG-DR grants each year. HUD's research after Katrina-Rita identified 27 percent of CDBG-DR homeowner beneficiaries[3] received both CDBG-DR and FEMA funding for home rehabilitation, and 37 percent received both CDBG-DR and NFIP. Therefore, if CDBG-DR grantees receive timely data on FEMA assistance before making CDBG-DR awards, data sharing under this Agreement 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; and 3,700 homeowners per year (or 25,900 over a seven-year period) that are estimated to be served by both FEMA NFIP and CDBG-DR. Assuming an estimated cost of $5,000 per applicant for IHP, 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 for IHP. Assuming an estimated cost of $28,900 per applicant for NFIP[4], the total amounts of rehabilitation costs that risk being improperly charged to CDBG-DR grants equals $106.9 million per year, making $748.5 million over the seven-year period of the analysis for NFIP.

Overall, from the sum of HUD benefits from CDBG-DR grantees avoiding duplication of benefits and FEMA benefits from avoiding improper rent payments, FEMA and HUD expect to avoid almost $121.4 million in potential improper annual payments, totaling over $849.8 million across the seven-year analysis.

This Agreement does require some support costs. FEMA estimates $414,085 in labor costs over the seven-year analysis period, while HUD expects approximately $377,500. The combined costs for this data sharing total just under $800,000 for the two agencies, resulting in a benefit-cost ratio of 1,113:1.

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.

[3] Termed as "CDBG recipients" in the referenced study, Housing Recovery on the Gulf Coast - Phase II (Results of Property Owner Survey in Louisiana, Mississippi, and Texas (huduser.gov).

[4] The median amount paid by NFIP for a building claim from 2016 through 2022.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

A. Systems of Records and Estimated Number of Records Involved

1. Systems of Record

HUD

This Agreement authorizes FEMA and HUD to match HUD records that are retrieved from TRACS (HSNG/MF.HTS.02) 88 Fed. Reg. 62813 (September 13, 2023); the PIH IMS/PIC, (HUD/PIH.01) 88 Fed. Reg. 66037 (September 26, 2023); and EIV (HUD/PIH-5) 87 Fed. Reg. 50635 (August 17, 2022). The results of the information comparison are maintained within the IMS/PIC system (HUD/PIH.01).

Routine Use 10 of the IMS/PIC SORN allows HUD to share information with FEMA under an approved CMA, and Routine Use 11 of the same SORN allows HUD to share information with state and local agencies to verify accuracy, completeness, and eligibility and to identify and recover improper payments.

Routine Use D of the EIV SORN allows HUD to share information with FEMA to determine eligibility of assistance.

Routine Use 13 of the TRACS SORN allows HUD to disclose records to federal agencies, non-federal entities, their employees, and agents (including contractors, their agents or employees, and employees or contractors of the agents or designated agents), or contractors, their employees, and agents with whom HUD has a contract or service agreement for the purpose of preventing fraud, waste, and abuse within major federal programs.

FEMA

The FEMA records reside in two systems, the first of which is the Individual Assistance (IA) System (formerly known as the National Emergency Management Information System-Individual Assistance [NEMIS-IA]). FEMA shares information, pursuant to this CMA, included in records covered by FEMA-008 Disaster Recovery Assistance Files System of Records, 87 Fed. Reg. 7,852 (February 10, 2022). Routine Uses I.1 and I.2 authorize FEMA to share information with other federal agencies and state, tribal, and territorial agency programs for reasons that include making available disaster assistance to individuals and households and for the purpose of preventing duplicate benefits. Routine Use S authorizes FEMA to share information with other federal agencies for the purpose of conducting computer matching activities.

The second FEMA system is for National Flood Insurance policyholder records residing in the PIVOT (not an acronym) system, which is described in the FEMA-003 National Flood Insurance Program Files System of Records Notice, 79 Fed. Reg. 28,747 (May 19, 2014). With this CMA, FEMA shares NFIP records under two routine uses. Routine Use I authorizes data sharing with federal, state, local, and tribal government agencies, insurance companies, and established voluntary organizations in order to determine eligibility for benefits, verify non-duplication of benefits following a flooding event or another disaster, and provide needs unmet by NFIP claims payouts within their jurisdictions and service areas. Routine Use L provides for data sharing with state, local, and tribal government agencies to ascertain the degree of financial burdens they expect to assume in the event of a flooding disaster within their jurisdiction.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

2. Records Estimate

HUD and FEMA intend to match records after any disaster in which FEMA provides emergency sheltering or temporary housing assistance, or HUD allocates CDBG-DR funds to grantee(s). In addition, when CDBG-DR grants are warranted by the size of the disaster, FEMA records will be shared with HUD to determine allocation of CDBG-DR funds and be transferred through HUD to CDBG-DR grantees for matching. The estimated number of records FEMA and HUD's CDBG-DR grantees will match following any disaster depends on the size and impact area of the disaster and the number of affected individuals. The damage type and cost will be determined after the disaster and cannot easily be estimated, as the scale and impact of each disaster is unique.

Once the CDBG-DR grantee agrees to the terms of this CMA and signs the grantee signatory page in Appendix D, HUD will discuss the estimated number of records to be shared with the CDBG-DR grantees.

To represent the anticipated records HUD's CDBG-DR grantees and FEMA intend to match, the following summary describes the number of valid registrations and emergency sheltering and temporary housing statistics from Hurricane Maria, declared on September 20, 2017, which represents a large-scale disaster. The statistics also describe the previous five calendar years, 2018-2022.

Hurricane Maria declarations in Puerto Rico and the United States Virgin Islands demonstrate the number of records in a large-scale major disaster. The 2018-2022 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 HUD's CDBG-DR grantees and FEMA over the duration of this CMA. 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.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Table 1: Emergency Sheltering Statistics

Large-Scale Disaster	Declarations	Total Valid Registrations	Participated in Emergency Sheltering
Hurricane Maria (2017)	**2**	**1,143,700**	**7,019**

Calendar Year	Declarations	Total Valid Registrations	Participated in Emergency Sheltering
2018	17	369,353	3,576
2019	13	74,023	0
2020	20	542,621	8,947
2021	24	1,646,069	22,438
2022	16	2,241,771	4,728
2018-2022 Total	**90**	**4,873,837**	**39,689**
2018-2022 Average Per Year	**18**	**974,767**	**7,938**

Based on statistics from 2018-2022, it is estimated FEMA will share an average of 974,767 records per year to support CDBG-DR and an average of 7,938 records per year to support emergency sheltering and temporary housing. In years that include a large-scale disaster, commensurate to Hurricane Maria in 2017, the number of records could total to as much as 1,143,700 records to support CDBG-DR and 7,019 records to support emergency sheltering and temporary housing for each large-scale disaster.

In 2022, HUD shared 134,276 records with FEMA to effectuate the purpose articulated in Section II.B.1. of this Agreement. While these numbers will fluctuate depending upon the frequency and severity of disasters, HUD estimates a similar number of records will be shared for this purpose annually.

Additionally, based on statistics from 2018-2022, FEMA estimates that about 42,000 NFIP claims were paid annually. While there is some overlap between NFIP claims and FEMA assistance, FEMA estimates that a similar number of NFIP claims will be made annually and will therefore be shared with HUD and the signatory CDBG-DR grantees in addition to the records described in Table 1 above to effectuate the purposes articulated in Section II.B.2. and 3. of this Agreement.

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, the sharing or matching of data will occur through one or more of the following three processes: (1) Emergency Sheltering and FEMA Housing Assistance Data Matching; (2) CDBG-DR Grants Allocation Formulation and CDBG-DR Grantee Planning and Marketing; and (3) CDBG-DR Grantee Data Matching. The three processes are described below.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

1. **Emergency Sheltering and FEMA Housing Assistance Data Matching**

   HUD rental assistance programs are identified at 24 C.F.R. § 5.233, emergency sheltering is authorized under Sections 403 or 502 (see above legal authorities), and FEMA housing assistance is provided through the Individuals and Households Program (IHP) under Section 408(c) of the Stafford Act, 42 U.S.C. § 5174(c).

   FEMA and HUD will compare and match data between the two agencies for HUD-assisted individuals receiving emergency sheltering (when Section 408 has been authorized) or FEMA housing assistance using database queries that perform pattern analysis to establish a match. HUD will initiate the data sharing by providing information on pre-disaster HUD-assisted households within the geographic area designated in the declaration.

   FEMA and HUD will initiate the data matching by comparing names, addresses, dates of birth, and the last four digits of SSN. After confirmation of a definite match, FEMA and HUD will share the remaining data fields of the matched individuals to compare benefits and assess duplication of benefits and potential unmet needs. The data fields associated with this purpose are listed in Table 2, Table 3, and in Appendix A. This data sharing will be performed within the first 12 months of a new disaster declaration, and most of the data sharing will typically occur within the first 120 days of the event.

Table 2: Data Fields HUD to Share with FEMA

Data Fields
Co-recipient First Name
Co-recipient Last Name
Co-recipient Date of Birth
Co-recipient Last 4 Digits of SSN
Recipient First Name
Recipient Last Name
Recipient Date of Birth
Recipient Street Address
Recipient State
Recipient City
Recipient County
Recipient Address 5 Digit Zip Code
Recipient Last 4 Digits of SSN
Recipient Phone Number
Household Member First Name
Household Member Last Name
Household Member Last 4 SSN
Household Member Date of Birth
Number of Household Members
HUD Program Code*

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Data Fields
PROGRAM TYPE H1 - Section 8 (Multifamily) H4 - Section 236 (Multifamily) H7 - 202/PRAC (Multifamily) H8 - 811/PRAC (Multifamily) P - Public Housing PBV - Project Based Voucher TBV - Tenant Based Voucher HV - Homeownership Voucher CE - Certificate MR - Mod Rehab
HUD Project Code
HUD Project Name
HUD Public Housing Agency (PHA) Code
HUD Date of Recertification

Table 3: IA Registrant Data Fields FEMA to Share with HUD

Data Fields
Access and Functional Needs (Y/N)
Applicant Alternate Phone Number
Applicant Current Phone Number
Applicant Date of Birth
Applicant Email Address
Applicant Last, First Name
Applicant Last 4 Digits of SSN
Applicant Registration Number
Co-applicant Date of Birth
Co-applicant Last, First Name
Co-applicant Last 4 Digits of SSN
Co-applicant Current Phone Number
Current Location (as identified in applicant registration and applicant information screen)
Damaged Address City
Damaged Address 5 Digit Zip Code
Damaged Address Zip Code 4 Digit Extension
Damaged Address County
Damaged Address Street
Damaged Address State
Damaged Dwelling Latitude

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Data Fields
Damaged Dwelling Longitude
Disaster Number
Household Member Age (Age range) [5] Under 5 years 65 and above
Number of Individuals in Household
Current Hotel Address
Current Hotel City
Current Hotel County
Current Hotel Name
Rental Unit Street
Rental Unit City
Rental Unit State
Rental Unit Zip Code
Current Location Date
Habitability Repairs Required (HRR)
Direct Housing First Licensed-in Date (FEMA's authority to allow an applicant to reside in a Direct Housing Unit)
Last Continued Temporary Housing Assistance Date

2. **CDBG-DR Grants Allocation Formulation and CDBG-DR Grantee Planning and Marketing**

   The FEMA data HUD requires to perform its CDBG-DR grants formulation will be generated by FEMA using a database query extracting all data listed in Table 4 and Table 5, and all IA registrant data in Appendix B. FEMA will extract every IA registration for each distinct FEMA disaster declaration HUD submits in their official request for data.

   HUD requires each FEMA IA registration to assess assistance funds provided by FEMA and SBA to calculate unmet needs. FEMA and SBA provide the unique FEMA application registration number, or Registration ID, to enable HUD to match FEMA data to SBA data. Matching FEMA and SBA data allows HUD to perform the unmet needs analysis using a one-to-one comparison of each individual housing unit. This analysis will not be used for determining individual benefits.

   HUD uses the FEMA inspection damage and award data to analyze and calculate unmet needs. This data is also used by HUD to generate their CDBG-DR formula allocations to inform OMB and Congress on the likely amount of unmet needs before OMB and Congress make their appropriation, and to determine allocation amounts for states, local governments, and Indian tribes after making an appropriation. The data shared with HUD will be utilized to identify damage estimates in major disaster areas. HUD also considers the contributions of insurance, FEMA awards, and SBA loans in estimating severe unmet

[5]This data field will not determine eligibility for benefits.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

needs not addressed by these sources. The complete methodology by which HUD estimates unmet needs is published in a Federal Register Notice identifying allocations and establishing the requirements of CDBG-DR grants.

HUD is required to allocate CDBG-DR funds to address unmet disaster-related needs in the most impacted and distressed areas after a major disaster. Since 2015, HUD has relied on case-level data from FEMA and SBA to make these allocations. HUD must calculate the unmet needs for renters' and owners' homes experiencing serious damage, where unmet needs are determined based on an individual household's severity of damage, insurance coverage for the damage incurred, income, flood plain status, and likely SBA approval. To calculate, HUD must have information regarding the address, extent of damage, and insurance information.

Unmet needs cannot be calculated from FEMA public use data. In addition, and as stated, HUD analysis will assess the data at the individual record level to factor in a combination of features for each disaster applicant to determine if, and to what extent, each row of data will be included in the grant formulation structure. HUD is responsible for performing the grant formulation process and must address any questions and issues raised by OMB and Congress.

HUD publishes its grant formula allocations in the notice governing the use of grant funds. A recent example of the published allocation formula is found in Appendix A of the Federal Register Notice found here: https://www.govinfo.gov/content/pkg/FR-2020-01-27/pdf/2020-01204.pdf.

FEMA will use a database query, based on a list of distinct FEMA major disaster declaration numbers, that extracts all data listed in Table 4 and all registrant data in Appendix B to generate the CDBG-DR grants formulation data. HUD uses the FEMA Registration ID to map SBA and FEMA data to one registration. In addition, HUD applies repeatable programming code to factor in each distinct FEMA award data field in a single registration.

In addition to the data in Table 4 FEMA will also share NFIP data in Table 5 to HUD for CDBG-DR grantee planning and marketing. HUD will provide a subset of the data it receives from FEMA for this purpose to the applicable CDBG-DR grantee along with the NFIP data so the CDBG-DR grantee can start planning and marketing the use of CDBG-DR funds. As flood insurance provided through the NFIP is not tracked by disaster numbers, FEMA will extract all NFIP policyholder data filtered by State connected to the "Date of Loss" and will provide the NFIP policyholder data to IHP from the geographical region associated with the disaster number. IHP will then provide NFIP and IA data to HUD. The CDBG-DR grantees will use the data to identify the likely gaps in assistance (such as unmet needs) and what types of CDBG-DR eligible activities are most likely to close those gaps in assistance. CDBG-DR grantees will also use the data to market the planned assistance to FEMA-assisted individuals so that they are aware of the planned use of the CDBG-DR funds and how to seek CDBG-DR funded assistance. These uses will not involve matching with other data. CDBG-DR grantees will agree to the terms of this CMA and sign the grantee signatory page in Appendix D before any data is shared from HUD to the CDBG-DR grantee.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Table 4: IA Registrant Data Fields FEMA to Share with HUD

Data Fields
Small Business Administration (SBA) HAPP Referral Flag (Y/N)
Census Block Group ID (if applicable)
Damaged Address Street
Damaged Address City
Damaged Address County
Damaged Address State
Damaged Address 5 Digit Zip Code
Damaged Address Zip Code 4 Digit Extension
Damaged Dwelling Latitude
Damaged Dwelling Longitude
Cause(s) of Damage from Inspection
Current Mailing Address 5 Digit Zip Code
Current Mailing Address City
Current Mailing Address Street
Current Mailing State
Current Mailing Zip Code 4 Digit Extension
Applicant email
Number of Individuals in Household
Household Member Age (Age range)[6] Under 5 years 65 and above
Dependents (Number in Household)
Destroyed Flag (Y/N)
Disaster Number
FEMA Registration Number
Flood Zone
High Water Mark Location
High Water Depth in inches
Habitability Repairs Required (Y/N)
Gross Income (as reported at Registration)
Insurance Types (Insurance Code)
Level of Damage
Non-Compliant with Flood Insurance Requirement (NCOMP) Flag (Y/N)
Owner/Renter

[6] This data field will not determine eligibility for benefits.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Data Fields
Personal Property Total FEMA Verified Loss (FVL) Amount
Personal Property Flood Damage FVL Amount
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
Residence Type
Total Personal Property Assistance Approved Amount (Aggregated Eligibility Amount)
Personal Property Assistance Flood Damage Approved Amount
Total Repair Assistance Approved Amount (Aggregated Eligibility Amount)
Repair Assistance Flood Damage Approval Amount
Total Replacement Assistance Approved Amount (Aggregated Eligibility Amount)

Table 5: NFIP Policyholder Data Fields FEMA to Share with HUD

Data Fields
Community Number
Community Name
Policy Number
Insurance Company Number
Insurance Company Name
Policy Holder First Name
Policy Holder Last Name
Insured Property Address 1
Insured Property Address 2
Insured Property City
Insured Property State
Insured Property Zip Code
Insured Property Zip Code + 4
Occupancy Type
Insured Property County
Post FIRM
Building Type
Date of Loss
Building Payment
Contents Payment
ICC Payment
Insured Building Longitude

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Data Fields
Insured Building Latitude
Geocode Accuracy
Repetitive Loss (FMA)
Severe Repetitive Loss (FMA)
Repetitive Loss (NFIP)
Severe Repetitive Loss (NFIP)
Repetitive Loss Number
Storm ID
Storm Name
Last Refresh Date

3. **Use of Data by CDBG-DR Grantees to Prevent Duplication of Benefits and Comply with Flood Insurance Requirements**

This data sharing is for the purpose of determining individual benefit amounts for activities described in a CDBG-DR action plan (including proposed action plans). HUD will work directly with their CDBG-DR grantees to provide the specifications to FEMA for the data needed for the specific program(s) identified in the CDBG-DR grantee's action plan. For example, most data requests from HUD to FEMA would indicate limiting criteria such as disaster survivor tenure (namely, homeowners for a homeowner rehabilitation program), geographic area the program will serve, and only those survivors receiving a specific type of FEMA benefit. FEMA will support HUD per the tenets of this CMA and provide the data described below for all groups of IA registrants and NFIP policyholders that the CDBG-DR grantee identifies as likely to be served by its planned programs. This will expedite recovery for survivors, reduce duplication of benefits, support compliance with flood insurance requirements at 42 USC 5154a and 24 CFR 58.6(b), and allow CDBG-DR grantees to determine benefits upon application with the FEMA assistance amounts immediately available to them.

HUD will request data from FEMA on an as-needed basis. FEMA will perform data analysis and generate a file for HUD describing each recipient meeting the specified approved program criteria in a datafile, as listed in Table 6, Table 7, and Appendix C.

HUD will require the CDBG-DR grantees to sign the grantee signatory page in Appendix D, agreeing to the terms of this CMA. HUD will then provide the requested FEMA data to the CDBG-DR grantee. The CDBG-DR grantee will match the FEMA data to its list of grantee program applicants to determine what FEMA awards were received by its grantee program applicants. FEMA does not receive any return data.

The CDBG-DR grantee has the responsibility to prevent the duplication of benefits and comply with flood insurance requirements using the data provided. For each grantee program applicant, the CDBG-DR grantee will use the amount of FEMA assistance received by that grantee program applicant to identify any duplication of benefits, accordingly calculate the grantee program applicant's unmet need, calculate a maximum

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

award amount that will prevent duplication of benefits, and determine whether the grantee program applicant had flood insurance on the date of the major disaster for which the applicant seeks CDBG-DR assistance.

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. 7,852 (February 10, 2022) and in the FEMA-003 National Flood Insurance Program Files System of Records Notice Routine Use I, 79 Fed. Reg. 28,747 (May 19, 2014).

Table 6: IA Registrant 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

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Data Fields
High Water Mark Location
High Water Depth in Inches
Inspection Completion (Y/N)
Insurance Settlement Contents Amount
Insurance Settlement Structure 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)

Table 7: NFIP Policyholder Data Fields FEMA to Share with HUD

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Data Fields
Community Number
Community Name
Policy Effective Date
Policy Expiration Date
Insured Building Coverage Amount
Insured Contents Coverage Amount
Policy Number
Insurance Company Number
Insurance Company Name
Policy Holder First Name
Policy Holder Last Name
Insured Property Address 1
Insured Property Address 2
Insured Property City
Insured Property State
Insured Property Zip Code
Insured Property Zip Code + 4
Occupancy Type
Insured Property County
Post FIRM
Building Type
Date of Loss
Building Payment
Contents Payment
ICC Payment
Insured Building Longitude
Insured Building Latitude
Geocode Accuracy
Repetitive Loss (FMA)
Severe Repetitive Loss (FMA)
Repetitive Loss (NFIP)
Severe Repetitive Loss (NFIP)
Repetitive Loss Number
Storm ID
Storm Name
Last Refresh Date

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

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 and FEMA 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), HUD, FEMA, and CDBG-DR grantees, referred to as parties, agree to the following restrictions on use, duplication, and disclosure of information furnished by HUD and FEMA:

A. Records obtained pursuant to this matching agreement will only be used for purposes expressed in this Agreement. The parties will not use or share information under this Agreement concerning individuals who are neither applicants for, nor recipients of, the grants or programs described in this Agreement for any purpose. The parties will not use the data derivatively or disclose the data internally or externally, except as provided in this Agreement, without the written consent of FEMA and HUD and consistent with all applicable legal requirements and policies. Information concerning "non-matching" individuals will not be used or disclosed by a party for any purpose outside of this Agreement. FEMA and HUD will retire their matched data in accordance with the applicable Federal Records Retention Schedules, 44 U.S.C. § 3303a. CDBG-DR grantees are subject to record retention requirements of this Agreement.

B. Records obtained for or created pursuant to this matching agreement will not be disclosed outside of a party to this Agreement unless required by law or unless express written permission from the source agency is obtained. See Routine Uses in the FEMA-008 Disaster Recovery Assistance Files, 87 Fed. Reg. 7,852 (February 10, 2022); the FEMA-003 National Flood Insurance Program Files System of Records Notice, 79 Fed. Reg. 28,747 (May 19, 2014); and the HUD IMS/PIC System of Records, 88 Fed. Reg. 66037 (September 26, 2023).

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, each party will obtain the written agreement of that entity to abide by the terms of this Agreement.

E. Each party will keep an account of disclosures of an individual's record and make the accounting available upon request by the individual or other party. This will enable FEMA or HUD to comply with 5 U.S.C. § 552a(c).

F. FEMA, HUD employees, contractors, agents, and CDBG-DR grantees and their authorized users who access, use, or disclose FEMA and/or HUD data for a purpose not authorized by

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

this Agreement may be subject to penalties and/or civil and criminal sanctions pursuant to applicable federal statutes.

VI. RECORDS RELATING TO U.S. CITIZENS

All safeguards and protections provided by the Privacy Act, Computer Matching and Privacy Protection Act (CMPPA), Judicial Redress Act (JRA) of 2015, and this Agreement regarding the use, disclosure, and security of DHS-FEMA records, apply to DHS 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 (for example, 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 CMA, and are not enforceable at law against the U.S., its agencies, officers, or employees.

VII. NOTICE PROCEDURES

This section identifies the procedures for notifying individuals about the use of their data. This notification is required by The Privacy Act's Section 552a(o)(1)(D), which requires CMAs to specify notification procedures for applicants/recipients of financial assistance or payments under federal benefit programs 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)).

HUD, HUD's CDBG-DR grantees and FEMA are required under this Agreement to ensure meaningful access to their programs and activities consistent with Section XIII of this Agreement.

As noted under Section IV.A. of this Agreement, FEMA and HUD have both published SORNs informing the public that applicants'/recipients' information may be subject to verification through matching programs. As further required by the Privacy Act, FEMA and HUD will make a copy of this Agreement available to the public upon request, and it will be published on the agencies' public-facing websites.

A. FEMA APPLICANTS/REGISTRANTS/POLICYHOLDERS

FEMA Form 009-0-1, "Paper Application/Disaster Assistance Registration," FEMA Form 009-0-3, "Declaration and Release" (both contained in OMB Information Collection Request [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), FEMA Form 206-FY-21-117, "Flood Insurance Application" (contained in OMB ICR No. 1660-0006), 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 FEMA/PIA-049 IA Program Homeland Security (January 12, 2018); the FEMA/PIA NFIP PIVOT System (September 16, 2022); the FEMA-

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003 NFIP Files System of Records, 79 Fed. Reg. 28747 (May 19, 2014); and the FEMA-008 Disaster Recovery Assistance Files System of Records, 87 Fed. Reg. 7,852 (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.

B. HUD RECIPIENTS

HUD Forms 9886 (Authorization for Release of Information/Privacy Act Notice), 50058 (Family Report), and 50059 (Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures), which are used to collect the information contained in the IMS and TRACS data systems subject to this Agreement, use a Privacy Act statement, 5 U.S.C. § 552a(e)(3), to provide notice to applicants regarding the use of their information. All recipients of HUD assistance receive this notice and are informed that the information they provide may be used to monitor compliance, participate in income matching, and detect fraud. HUD provides notice via the HUD/PIA-TRACS (August 6, 2020), the HUD/PIA-IMS (August 3, 2022), and the HUD/PIA-EIV (February 16, 2023). HUD also provides notice via the following SORNs: IMS/PIC, 88 Fed. Reg. 66037 (September 26, 2023); EIV, HUD/PIH-5, 87 Fed. Reg. 50635 (August 17, 2022); and TRACS, 88 Fed. Reg. 62813 (September 13, 2023).

VIII. 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 agencies 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 be responsible for ensuring that HUD data is current and accurate when provided to FEMA.

B. FEMA VERIFICATION PROCEDURES

1. A "FEMA authorized user" is any person that has access to the IA system, formerly known as NEMIS-IA, and/or the NFIP flood insurance system of record, PIVOT, and can view the data associated with duplication of benefits.

2. FEMA may not deny, terminate, or make a final decision of any temporary housing assistance or flood insurance claim to an individual, or take other adverse action against such individual as the result of the information produced by this matching program, until an officer or employee of FEMA 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)(C)(ii), to contest the agency's findings. For more information on the opportunity to contest, refer to Section VIII.D.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

3. FEMA, at a minimum, will independently verify the information produced by the matching program by (1) validating the automated match using the case file for the applicant/registrant/policyholder, (2) reviewing confirmed information, (3) determining the period or periods when the individual received housing assistance, preventing receipt of secondary assistance, and (4) contacting HUD, as applicable, for additional information before denying assistance based on data received from this matching program. Specifically, FEMA may ask HUD (a) what form of HUD assistance was provided to the applicant/registrant/policyholder, and (b) whether the housing provider is currently providing HUD or FEMA assistance to the applicant/registrant/policyholder either directly or indirectly.
4. As such, denial of benefits will not be predicated on the result of an initial match between systems. Denial of benefits will be determined by a federal employee validating the benefit information in the FEMA or HUD systems, as applicable, and only after the applicant/registrant/policyholder has been provided notice and an opportunity to contest the FEMA decision to deny benefits.
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. Matches based on data initially provided by FEMA will be handled by FEMA's IA Office.

C. HUD VERIFICATION PROCEDURES

1. A "HUD authorized user" is a HUD employee or contractor who HUD determines to need access to the matched data to perform their official duties in connection with the uses of the data authorized in this Agreement.
2. HUD authorized users will not make any benefit determinations based on the results of this matching program. If an individual is found to be receiving benefits through HUD rental assistance programs in addition to receiving benefits through FEMA housing assistance programs, then FEMA will be responsible for adjusting the level of assistance provided, in accordance with the procedures in Section VIII.B.
3. 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 CDBG-DR grantee will be responsible for addressing duplication of benefits noncompliance and compliance with 42 USC 5154a and 24 CFR 58.6(b). See Section VIII.E. for information about CDBG-DR grantees.
4. HUD must provide individuals an opportunity of no less than 30 days from the date of the notice, per 5 U.S.C. § 552a(p)(C)(ii), to contest any HUD findings based upon survivor/registrant/policyholder PII shared under this Agreement before any adverse action can be taken against the affected individuals. In these instances, HUD will direct the affected individuals to the Records Access Procedures Section in the Disaster Recovery Assistance (DRA) SORN to correct any inaccurate information.
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 HUD will be handled by HUD's Real Estate Assessment Center (REAC) Office within the Office of Public and Indian Housing (PIH).

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D. 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), FEMA, HUD, and the CDBG-DR 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 FEMA and/or HUD 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, recoupment, or final denial of eligibility, payment, or benefit. The applicant will follow the current process for response as detailed in the written notice or letter.

To enable rapid response and resolution, FEMA and HUD telephone numbers will be provided for use in the event of a dispute including a contested failed identity verification through a commercial identity provider. HUD and/or FEMA will respond to these calls as soon as reasonably possible, and when requested, in writing.

HUD, HUD's CDBG-DR grantees and FEMA are required under this Agreement to ensure meaningful access to their programs and activities consistent with Section XIII of this Agreement.

E. CDBG-DR Grantee Use of Data

1. Authorized users of CDBG-DR grantees are employees, agents (including contractors or subcontractors), or subrecipients (including an agent or employee of its subrecipient) who the CDBG-DR grantee or its subrecipient have determined need access to matched data to perform official duties in connection with the uses of data authorized in this Agreement, and who have entered an enforceable agreement with the CDBG-DR grantee that contains the following, in addition to any other terms imposed by the CDBG-DR grantee:
    a. Agreement that the CDBG-DR grantee authorized user shall comply with all the requirements on the use of data contained in this Agreement,
    b. Acknowledgment that under the Privacy Act, unlawful disclosure of PII data is a misdemeanor and subject to a fine of up to $5,000, and
    c. Agreement that when given access to the subject HUD database or file, the CDBG-DR grantee authorized user will not:
        i. Use or reveal any individually identifiable information furnished, acquired, retrieved, or assembled in connection with uses authorized in this Agreement for any purpose other than to perform official duties in connection with the uses of the data authorized in this Agreement,
        ii. 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
        iii. Permit anyone other than CDBG-DR grantee authorized users to access the data.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

2. A CDBG-DR grantee and its subrecipients shall authorize no more than the number of CDBG-DR grantee authorized users of data that the CDBG-DR grantee determines is necessary to accomplish the purposes of this Agreement. HUD may periodically request that the CDBG-DR grantee update its list of CDBG-DR grantee authorized users and revoke access to individuals that are not identified as CDBG-DR grantee authorized users. HUD will prohibit data access to data on its systems by any individual that is not identified by the CDBG-DR grantee or its subrecipients as a CDBG-DR grantee authorized user.
3. CDBG-DR grantees and their CDBG-DR authorized users will use FEMA data received from HUD for planning and to market the use of grant funds. CDBG-DR grantees and their CDBG-DR authorized users will use matched 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, and will also use matched NFIP data to determine whether the grantee program applicant had flood insurance on the date of the major disaster for which the applicant seeks assistance. CDBG-DR grantees are required to publish their "action plans" (plans describing the use of all CDBG-DR funds) and their plans describing citizen participation. They are required to address any citizen complaints in a timely manner.
4. By signing Appendix D, CDBG-DR grantees agree to establish and comply with their own procedures for verifying the matched FEMA data and for allowing individuals to contest benefit determinations. These procedures shall include that applicants 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.
5. The CDBG-DR 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 CDBG-DR 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) and as described in Section VIII.D., to contest the CDBG-DR 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 CDBG-DR grantee will comply with its procedures for verifying the matched FEMA data and for allowing individuals to contest benefit determinations.

IX. DISPOSITION AND RECORDS RETENTION OF MATCHED ITEMS

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

A. FEMA will retain data received from HUD under this Agreement only for the processing times required for the applicable federally funded benefit programs to verify data and will then destroy all such data immediately after verification.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

B. HUD and CDBG-DR grantees will retain data received from FEMA under this Agreement only for the processing times required for federal agencies overseeing applicable federally funded benefit programs and CDBG-DR grantees to verify data and will then destroy all such data immediately after verification. For CDBG-DR grantees, this processing time will be until grant closeout; FEMA data not used by CDBG-DR grantees will be deleted after application processing is completed.

C. 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.

D. For HUD or FEMA, any paper-based documentation used to determine whether a record was matched in the other agency's system 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 according to the proper records retention schedules. For CDBG-DR grantees, any paper-based documentation used by the CDBG-DR grantee or its 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 CDBG-DR 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 HUD or FEMA during the investigation will be destroyed as soon as they have served the matching program's purpose pursuant to records retention requirements established in conjunction with the National Archives and Records Administration (NARA). Other identifiable records that may be created by the CDBG-DR grantee or its 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 CDBG-DR grantee shall retain such records until the end of the record retention period of the grant to which it is related. For electronic matches, electronic records will be housed in FEMA's IA system, formerly known as NEMIS-IA, and HUD's IMS/PIC database and retained with and according to the appropriate DRA records retention schedule determined by NARA. FEMA maintains NFIP records in accordance with FEMA Records Officer approved NARA authority N1-311-86-1, Item 2A13a(2). The retention schedule is to destroy any inactive records after five years.

X. 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). To apply for assistance via the online portal, a FEMA applicant must provide his or her name, address, SSN, and date of birth, which are sent to a commercial database provider to perform identity verification. However, in the instances where the FEMA applicant's identity is not verified online, applicants must call one of the FEMA call centers to complete their registration. After the application is completed, the identity verification process is attempted again.

The FEMA applicant may also choose to complete identity verification by calling one of the FEMA call centers (rather than complete it online). If a FEMA applicant fails the identity verification during the call to the FEMA call center, the operator can manually override the failure to complete the FEMA applicant's registration; however, the FEMA applicant must provide proof of identity verification before any benefits eligibility can be determined.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

The FEMA applicant will receive notification of failed identity verification from FEMA via mail or electronic correspondence if they have selected that form of communication during the registration process. FEMA provides notifications as soon as possible and does not have a fixed notice timeline or response time for the applicant. If the FEMA applicant can provide proof of identity verification, the benefits eligibility process continues; however, if the FEMA applicant cannot successfully resolve the identity verification failure, the individual will be deemed ineligible for FEMA benefits.

HUD and FEMA 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, HUD and FEMA both understand and hereby inform CDBG-DR grantees that the information provided does not conclusively establish the individual's participation or eligibility for HUD or FEMA assistance and that HUD or FEMA, depending on who is using the data for determining program eligibility, will collect additional information before adjusting benefits or denying assistance based on the data received from the match.

The CDBG-DR 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 CDBG-DR grantee will collect additional information as necessary, before adjusting benefits or denying assistance based on the data received from the match, and follow procedures in VIII.E.

XI. SECURITY PROCEDURES

As required by the Privacy Act's Section 552a(o)(1)(G), FEMA, HUD, and CDBG-DR grantees agree to the following information, privacy, and security procedures.

A. ADMINISTRATIVE SAFEGUARDS

FEMA, HUD, and CDBG-DR grantees 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, 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. FEMA, HUD, and CDBG-DR grantees will ensure that their authorized users will receive training to ensure proper information security and privacy protections are adhered to in a manner consistent with this Agreement.

Accordingly, FEMA, HUD, and CDBG-DR grantees will restrict access to the data matched, and to any data created by the match, to only those users authorized under this Agreement. Further, FEMA, HUD, and CDBG-DR grantees 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. FEMA, HUD, and CDBG-DR grantees will also notify

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

such authorized users of the civil and criminal sanctions for noncompliance contained in the applicable federal laws.

B. TECHNICAL SAFEGUARDS – MANUAL DATA SHARING

1. FEMA, HUD, and CDBG-DR grantees will advise all individuals with access to the survivor/registrant/policyholder 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/policyholder PII covered by this Agreement.
2. FEMA, HUD, and CDBG-DR grantees will employ appropriate technical, physical, and administrative safeguards to secure all FEMA and HUD survivor/registrant/policyholder 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. FEMA, HUD, and CDBG-DR grantees will ensure compliance with applicable laws, including but not limited to FISMA and associated NIST standards.
4. FEMA, HUD, and CDBG-DR grantees will ensure that any cloud-based system that stores, analyzes, processes, or uses FEMA and/or HUD PII has an Authority to Operate (ATO) approved by the Federal Risk and Authorization Management Program (FedRAMP).
5. FEMA, HUD, and CDBG-DR grantees will ensure that every Information Technology (IT) system that stores, analyzes, processes, or uses FEMA and/or HUD survivor/registrant/policyholder PII, regardless of configuration or location, undergoes routine cybersecurity scans and has a valid ATO. HUD and CDBG-DR grantees hereby agree to provide ATO artifacts, including such scan results, upon FEMA's request.
6. HUD and CDBG-DR grantees will limit access to survivor/registrant/policyholder PII provided by FEMA only to HUD, CDBG-DR grantees, and their authorized users who are administering disaster assistance to survivor/registrants/policyholders on behalf of HUD. FEMA will limit access to survivor/registrant/policyholder PII provided by HUD only to FEMA and its authorized users who are administering disaster assistance to survivor/registrants/policyholders on behalf of FEMA.
7. FEMA, HUD, and CDBG-DR grantees understand the personal and confidential nature of the survivor/registrant/policyholder PII and agree that they will comply with all applicable laws, regulations, policies, and provisions of this Agreement to protect the confidentiality of survivor/registrant/policyholder PII. FEMA, HUD, and CDBG-DR grantees understand that they are responsible for any privacy incidents concerning survivor/registrant/policyholder 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 and FEMA may make on-site inspections of each other's recordkeeping and security practices or make provisions beyond those in this Agreement to ensure the adequate safeguarding of records exchanged. HUD and FEMA may also make on-site inspections of CDBG-DR grantees' recordkeeping and security practices or make provisions beyond those in this Agreement to ensure the adequate safeguarding of records exchanged.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

The CDBG-DR grantees identified in Appendix F agree that HUD, HUD Office of Inspector General, and FEMA may monitor compliance with the terms of this Agreement, including all privacy protections and non-discrimination requirements described below. HUD and FEMA have 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 and FEMA have the right to make onsite inspections to audit compliance with this Agreement for the duration or any extension of this Agreement. The CDBG-DR grantee will cooperate to ensure the success of each HUD's and FEMA's monitoring and compliance activities.

XII. MONITORING AND COMPLIANCE

FEMA and HUD agree that they may monitor compliance with the terms of this Agreement including the non-discrimination provision; however, HUD shall have the primary responsibility to monitor its CDBG-DR grantees. Both agencies have 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. FEMA and HUD have the right to make onsite inspections to audit compliance with this Agreement for the duration or any extension of this Agreement, and HUD shall have the responsibility and right to make onsite inspections to audit its CDBG-DR grantees for compliance with this Agreement. The CDBG-DR grantee will cooperate to ensure the success of each HUD's and FEMA's monitoring and compliance activities. Because monitoring CDBG-DR grantees is the primary responsibility of HUD, FEMA will notify HUD and the CDBG-DR grantee prior to scheduling an onsite inspection of the CDBG-DR grantee.

XIII. NON-DISCRIMINATION

Any action by HUD or FEMA required or permitted under this Agreement must be conducted in a manner that does not discriminate against an individual based on national origin, race, color, sex, religion, or disability in accordance with Section 705 of the Homeland Security Act of 2002, Pub. L. No. 107-296; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and agency implementing regulations at 6 C.F.R. part 15 and 24 C.F.R. part 8 (as applicable). Section 308 of the Stafford Act, 42 U.S.C. § 5151, also prohibits discrimination based on age, English proficiency, or economic status. HUD's CDBG-DR grantees must comply with fair housing and nondiscrimination 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 Housing and Community Development Act (HCDA), 42 U.S.C. 5309.

In fulfilling their obligations under Executive Order 13,166, "Improving Access to Services for Persons with Limited English Proficiency," 65 Fed. Reg. 50,121 (Aug. 16, 2000), FEMA and HUD will provide persons with limited English proficiency (LEP) with meaningful access to federally conducted programs and activities including services and benefits. Meaningful access includes providing timely language assistance services to ensure effective communication with persons with LEP and providing language services that are sufficient to provide the same level of access to services received by persons without LEP. Language assistance services may be oral and written

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

and must be provided at no charge to the individual. Vital documents, including notices relating to consent, verification of status, and contesting verification failures should be translated. HUD's CDBG-DR grantees 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, FEMA and HUD 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. HUD's CDBG-DR grantees 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).

XIV. INCIDENT REPORTING AND NOTIFICATION RESPONSIBILITIES

A. FEMA, HUD, and CDBG-DR grantees agree 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 party experiencing the incident will promptly notify the source's System Security Contacts below:

1. FEMA and CDBG-DR grantees will promptly notify the following contact at HUD:

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

2. HUD and CDBG-DR grantees will promptly notify the following contact at FEMA:

   Information System Security Officer (ISSO), DAIP, Recovery Technology Programs Division (RTPD) Product Delivery 2 Branch Chief, Melissa Northern, melissa.northern@fema.dhs.gov, (202) 615-3924.

B. If the party experiencing the incident is unable to speak with the appropriate federal agency'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. FEMA Security Operations Center (SOC): (540) 542-4762 or FEMA Helpdesk: 1-888-457-3362
2. HUD Help Desk: (202) 708-3700.

C. If FEMA or HUD experience a potential or actual exposure of PII provided under the terms of this Agreement, the agency that experienced the incident will also comply with the PII breach reporting and security requirements set forth by OMB M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information," (January 3, 2017), and its agency breach response plan, or if the CDBG-DR grantee experienced the incident, it will comply with Section V.C. of OMB M-17-12. Upon detection of potential exposure of PII related to this Agreement, the agency experiencing the potential breach will promptly notify the other agency's Privacy Office contacts below. CDBG-DR grantees will notify both offices.

1. FEMA Privacy Office: (202) 212-5100 or FEMA-Privacy-Incidents@fema.dhs.gov.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

2. For security breaches, contact HUD National Help Desk at 1-888-297-8689.

D. All parties agree that a party will not be liable for any cause of action arising from the possession, control, or use of survivor/registrant/policyholder PII by another party or another party's agents, or for any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from or in connection with another party's actions under this Agreement or another party's use of survivor/registrant/policyholder 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.

E. FEMA, HUD, and CDBG-DR grantees agree 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. A federal agency that experienced the incident 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 the other federal agency if the analysis, conducted by the federal agency having experienced the incident, indicates that individual notice and credit monitoring are appropriate.

F. In the event of an incident arising from or in connection with this Agreement, FEMA, HUD, and/or the CDBG-DR grantees will be responsible only for costs and litigation arising from a breach of their own systems (which may contain the other parties' data) or data. FEMA is responsible only for costs and litigation associated with breaches to FEMA systems (which may contain the other parties' data) or data; HUD is responsible only for breaches associated with HUD systems (which may contain the other parties' data) or data; and all CDBG-DR grantees are responsible only for breaches associated with their systems (which may contain the other parties' data) or data.

A party to this Agreement will not be liable to other parties to this Agreement or to any third person for any cause of action arising from the possession, control, or use by other parties to this Agreement of survivor/registrant/policyholder 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/policyholder PII.

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

XV. COMPTROLLER GENERAL ACCESS

FEMA, HUD, and the CDBG-DR grantees authorize the Comptroller General of the United States (the Government Accountability Office [GAO]), upon request, to have access to all records that

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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).

XVI. DURATION OF AGREEMENT AND OTHER GENERAL TERMS

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 and FEMA shall review the comments to determine whether any changes to the matching notice are necessary. If the agencies determine 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. FEMA and HUD will report the matching program to OMB and Congress for their advanced review and, upon completion of OMB's advanced review, 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 FEMA 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 FEMA 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 XVI.B. of this Agreement, without notice from either federal agency; whichever comes first. This Agreement may also be terminated, nullified, or voided by either FEMA or HUD if:

1. Either FEMA, HUD, and/or the CDBG-DR grantees violate the terms of this Agreement,
2. HUD or its authorized users misuse or improperly handle the data provided by FEMA,
3. FEMA or its authorized users misuse or improperly handle the data provided by HUD,
4. CDBG-DR grantees or its authorized users misuse or improperly handle the data provided by HUD and FEMA,
5. FEMA and HUD mutually agree to terminate this Agreement prior to its expiration after 18 months, or
6. Either agency provides the other with 30 days written notice.

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In lieu of termination of the Agreement, FEMA and HUD may agree to remove a CDBG-DR grantee signatory for noncompliance with the terms of this Agreement, or may agree to remove a CDBG-DR grantee signatory if that particular grantee no longer has need for data sharing in accordance with this agreement.

D. Survival of Provisions

The provisions in this Agreement related to the access, treatment, and protection of data received from a source agency under this Agreement shall survive the termination of this Agreement, and the enforcement provisions for CDBG-DR grantees in Appendix D shall survive termination and are available to enforce noncompliance with this Agreement after termination.

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.

E. CDBG-DR Grantee Signature Process

CDBG-DR grantees identified in Appendix F agree to the proper protection of this data, appropriate participation in this matching program, and compliance with this Agreement's terms by signing the grantee signatory page in Appendix D. This list of CDBG-DR grantees in Appendix F will change depending on HUD CDBG-DR appropriations and which CDBG-DR grantees request FEMA data throughout HUD's CDBG-DR process. Once the CDBG-DR grantee expresses a need for FEMA data, the grantee will sign the signatory page in Appendix D and HUD will add their contact information to Appendix F. HUD will publish Appendix F on the HUD public-facing website on a regular monthly schedule along with the CMA. DHS and FEMA will post the CMA on their public-facing websites as well. The public can reference the updated Appendix F by visiting HUD's public-facing website at Community Development Block Grant Disaster Recovery Grant Funds | HUD.gov / U.S. Department of Housing and Urban Development (HUD).

XVII. DATA INTEGRITY BOARD REVIEW AND APPROVAL

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

This Agreement may be modified only by mutual consent of both FEMA and HUD 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 Fed. Reg. 25,818 (June 19, 1989).

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

XVIII. POINTS OF CONTACT

HUD
Todd Richardson
General Deputy Assistant Secretary

U.S. Department of Housing and Urban Development,
Office of Policy Development and Research
451 Seventh Street SW, Room 8106
Washington, DC 20410
Tel: (202) 402-5706
Email: todd.m.richardson@hud.gov

FEMA Individual Assistance
Elizabeth Asche
Deputy Director for Individual Assistance

U.S. Department of Homeland Security,
Federal Emergency Management Agency,
Individual Assistance Division, Recovery Directorate
500 C Street SW,
Washington, DC 20479
Tel: (202) 702-6277
Email: elizabeth.asche@fema.dhs.gov

FEMA Federal Insurance Mitigation Administration
Scott McAfee
Geospatial Analyst

U.S. Department of Homeland Security
Federal Emergency Management Agency
Federal Insurance and Mitigation Administration, Insurance Analytics and Policy Branch
500 C Street
Washington, DC 20479
Tel: (202) 236-3255
Email: scott.mcafee@fema.dhs.gov

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

XIX. APPROVALS AND SIGNATURES

Source and Recipient Agency Certification and Electronic Signature Acknowledgement: The signatories may sign this document electronically using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

FEDERAL EMERGENCY MANAGEMENT AGENCY

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

ANNE M BINK Digitally signed by ANNE M BINK Date: 2023.11.16 12:37:43 -05'00'

Anne Bink Date
Associate Administrator
Office of Response and Recovery
Federal Emergency Management Agency

JEFFREY M JACKSON Digitally signed by JEFFREY M JACKSON Date: 2023.11.21 13:21:38 -05'00'

Jeffrey Jackson Date
Deputy Assistant Administrator
Federal Insurance Mitigation Administration
Federal Emergency Management Agency

FEMA's DIB has reviewed this CMA 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.

MASON C CLUTTER Digitally signed by MASON C CLUTTER Date: 2023.12.04 17:52:46 -05'00'

Mason Cutter Date
Chief Privacy Officer
Data Integrity Board Chair
U.S. Department of Homeland Security

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 Agreement and enter the obligations set forth in this Agreement, on behalf of HUD.

TODD RICHARDSON Digitally signed by: TODD RICHARDSON DN: CN = TODD RICHARDSON C = US O = U.S. Government OU = Department of Housing and Urban Development, Policy Development and Research Date: 2023.09.27 16:38:25 -04'00'

Todd Richardson Date
General Deputy Assistant Secretary,
Office of Policy Development and Research,
U.S. Department of Housing and Urban Development

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

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 JEWITT Digitally signed by BRADLEY JEWITT
Date: 2023.10.18 14:30:49 -04'00'

Bradley S. Jewitt Date
Senior Agency Official for Privacy
U.S. Department of Housing and Urban Development

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Appendix A. EMERGENCY SHELTERING AND FEMA HOUSING ASSISTANCE DATA MATCHING DATA FIELDS

Appendix A pertains to the first purpose of the CMA. This data match is to support the transition of HUD housing recipients from emergency sheltering or FEMA housing assistance back into HUD-assisted housing for HUD housing recipients whose homes are uninhabitable due to a declared disaster or emergency with Individual Assistance authorized.

Data Fields HUD to Share with FEMA

Data Fields
Co-recipient First Name
Co-recipient Last Name
Co-recipient Date of Birth
Co-recipient Last 4 Digits of SSN
Recipient First Name
Recipient Last Name
Recipient Date of Birth
Recipient Street Address
Recipient State
Recipient City
Recipient County
Recipient Address 5 Digit Zip Code
Recipient Last 4 Digits of SSN
Recipient Phone Number
Household Member First Name
Household Member Last Name
Household Member Last 4 SSN
Household Member Date of Birth
Number of Household Members
HUD Program Code* PROGRAM TYPE H1 - Section 8 (Multifamily) H4 - Section 236 (Multifamily) H7 - 202/PRAC (Multifamily) H8 - 811/PRAC (Multifamily) P - Public Housing PBV - Project Based Voucher TBV - Tenant Based Voucher HV - Homeownership Voucher CE - Certificate MR - Mod Rehab
HUD Project Code

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Data Fields
HUD Project Name
HUD Public Housing Agency (PHA) Code
HUD Date of Recertification

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

IA Registrant Data Fields FEMA to Share with HUD

Data Fields
Access and Functional Needs (Y/N)
Applicant Alternate Phone Number
Applicant Current Phone Number
Applicant Date of Birth
Applicant Email Address
Applicant Last, First Name
Applicant Last 4 Digits of SSN
Applicant Registration Number
Co-applicant Date of Birth
Co-applicant Last, First Name
Co-applicant Last 4 Digits of SSN
Co-applicant Current Phone Number
Current Location (as identified in applicant registration and applicant information screen)
Damaged Address City
Damaged Address 5 Digit Zip Code
Damaged Address Zip Code 4 Digit Extension
Damaged Address County
Damaged Address Street
Damaged Address State
Damaged Dwelling Latitude
Damaged Dwelling Longitude
Disaster Number
Household Member Age (Age range)[7] Under 5 years 65 and above
Number of Individuals in Household
Current Hotel Address
Current Hotel City
Current Hotel County
Current Hotel Name
Rental Unit Street
Rental Unit City
Rental Unit State
Rental Unit Zip Code

[7] This data field will not determine eligibility for benefits.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Data Fields
Current Location Date
Habitability Repairs Required (HRR)
Direct Housing First Licensed-in Date (FEMA's authority to allow an applicant to reside in a Direct Housing Unit)
Last Continued Temporary Housing Assistance Date

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Appendix B. CDBG-DR Grants Allocation Formulation and CDBG-DR Awardee Planning and Marketing Data Fields

Appendix B pertains to the second purpose of the CMA. The IA registrant data below will be used by HUD to calculate unmet needs for awarding HUD's CDBG-DR grants. HUD performs a complex grants formulation process using IA registrant level data from FEMA and the SBA to generate its CDBG-DR grants allocations and figures estimating unmet disaster needs for OMB and Congress.

Specifically, this IA registrant data is used to calculate the number of homes, and the cost for those homes to recover, that are not covered by FEMA, insurance, or SBA assistance for (1) owner-occupied properties likely suffering serious damage and lacking adequate resources for the damage incurred and (2) renter-occupied properties likely suffering serious damage and occupied by very low-income tenants. IA registrant identification data is needed for comparing to SBA data. Address is needed to reduce duplication when multiple disasters strike the same area and to ensure accuracy with determining grant amounts for local government allocations.

After HUD has calculated grant award allocations to CDBG-DR awardees, CDBG-DR grantees identified in Appendix F agree to the proper protection of this data, appropriate participation in this matching program, and compliance with this Agreement's terms by signing the grantee signatory page in Appendix D. HUD will then provide a subset of the IA registrant data used for making the grant awards allocation to the applicable CDBG-DR grantees along with the NFIP data below so the CDBG-DR awardee can start planning and marketing the programs they will utilize with grant funds. This data will not be used for the determination of individual benefits.

IA Registrant Data Fields FEMA to Share with HUD

Data Fields
Small Business Administration (SBA) HAPP Referral Flag (Y/N)
Census Block Group ID (if applicable)
Damaged Address Street
Damaged Address City
Damaged Address County
Damaged Address State
Damaged Address 5 Digit Zip Code
Damaged Address Zip Code 4 Digit Extension
Damaged Dwelling Latitude
Damaged Dwelling Longitude
Cause(s) of Damage from Inspection
Current Mailing Address 5 Digit Zip Code
Current Mailing Address City
Current Mailing Address Street
Current Mailing State
Current Mailing Zip Code 4 Digit Extension

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Data Fields
Applicant Email
Number of Individuals in Household
Household Member Age (Age range)[8] Under 5 years 65 and above
Dependents (Number in Household)
Destroyed Flag (Y/N)
Disaster Number
FEMA Registration Number
Flood Zone
High Water Mark Location
High Water Depth in inches
Habitability Repairs Required (Y/N)
Gross Income (as reported at Registration)
Insurance Types (Insurance Code)
Level of Damage
Non-Compliant with Flood Insurance Requirement (NCOMP) Flag (Y/N)
Owner/Renter
Personal Property Total FEMA Verified Loss (FVL) Amount
Personal Property Flood Damage FVL Amount
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
Residence Type
Total Personal Property Assistance Approved Amount (Aggregated Eligibility Amount)
Personal Property Assistance Flood Damage Approved Amount
Total Repair Assistance Approved Amount (Aggregated Eligibility Amount)
Repair Assistance Flood Damage Approval Amount
Total Replacement Assistance Approved Amount (Aggregated Eligibility Amount)

NFIP Policyholder Data Fields FEMA to Share with HUD

Data Fields
Community Number
Community Name
Policy Number

[8] This data field will not determine eligibility for benefits.

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Data Fields
Insurance Company Number
Insurance Company Name
Policy Holder First Name
Policy Holder Last Name
Insured Property Address 1
Insured Property Address 2
Insured Property City
Insured Property State
Insured Property Zip Code
Insured Property Zip Code + 4
Occupancy Type
Insured Property County
Post FIRM
Building Type
Date of Loss
Building Payment
Contents Payment
ICC Payment
Insured Building Longitude
Insured Building Latitude
Geocode Accuracy
Repetitive Loss (FMA)
Severe Repetitive Loss (FMA)
Repetitive Loss (NFIP)
Severe Repetitive Loss (NFIP)
Repetitive Loss Number
Storm ID
Storm Name
Last Refresh Date

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Appendix C. CDBG-DR Grantee Data Fields

Appendix C pertains to the third purpose of the CMA. HUD will request data from FEMA on an as-needed basis to share with CDBG-DR grantees. The CDBG-DR grantees 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, and will use these NFIP data to determine whether the grantee program applicant had flood insurance on the date of the major disaster for which the applicant seeks assistance.

All data sharing from HUD to CDBG-DR grantees will occur in accordance with the terms of this CMA and all CDBG-DR grantees that request or receive this data will sign the grantee signatory page in Appendix D. FEMA will support HUD by providing data analysis and IA registrant and NFIP policyholder data to HUD.

HUD Data Request to FEMA. Based on the individual CDBG-DR grantee Action Plan (including proposed Action Plans), HUD will request to FEMA on an as-needed basis the subset of data needed by the CDBG-DR grantee to implement their specified program(s). HUD will require each CDBG-DR grantee to sign the grantee signatory page in Appendix D, agreeing to the terms of this CMA.

FEMA Data to HUD. FEMA will share the subset of data needed with HUD.

HUD Shares FEMA Data with CDBG-DR Grantee. HUD will then share the subset of data needed to the CDBG-DR grantee.

IA Registrant 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

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Data Fields
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
Inspection Completion (Y/N)
Insurance Settlement Contents Amount
Insurance Settlement Structure 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)

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Data Fields
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)

NFIP Policyholder Data Fields FEMA to Share with HUD

Data Fields
Community Number
Community Name
Policy Effective Date
Policy Expiration Date
Insured Building Coverage Amount
Insured Contents Coverage Amount
Policy Number
Insurance Company Number
Insurance Company Name
Policy Holder First Name
Policy Holder Last Name
Insured Property Address 1
Insured Property Address 2
Insured Property City
Insured Property State
Insured Property Zip Code
Insured Property Zip Code + 4
Occupancy Type
Insured Property County
Post FIRM
Building Type
Date of Loss
Building Payment
Contents Payment

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Data Fields
ICC Payment
Insured Property Longitude
Insured Property Latitude
Geocode Accuracy
Repetitive Loss (FMA)
Severe Repetitive Loss (FMA)
Repetitive Loss (NFIP)
Severe Repetitive Loss (NFIP)
Repetitive Loss Number
Storm ID
Storm Name
Last Refresh Date

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Appendix D. CDBG-DR Grantee Official Signatory Page

This Agreement (which includes the entire Computer Matching Agreement between the U.S. Department of Homeland Security, Federal Emergency Management Agency, the U.S. Department of Housing and Urban Development, and the CDBG-DR grantees identified in Appendix F, this Appendix D, and other appendices) sets forth responsibilities for the CDBG-DR grantee with respects to the use, sharing, and protection of all personally identifiable information mentioned. CDBG-DR grantees agree to the proper protection of this data, appropriate participation in this matching program, and compliance with this Agreement's terms and conditions.

CDBG-DR Grant Terms

By signing this Agreement, the CDBG-DR grantee and HUD agree that the terms and conditions of the existing grant(s) governing the CDBG-DR assistance are amended to incorporate this Agreement for any disaster(s) for which the CDBG-DR grantee will request and receive data. All other terms and conditions and obligations set forth in the CDBG-DR grant(s) remain unchanged. HUD and the CDBG-DR grantee also agree that when the CDBG-DR 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.

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. If the CDBG-DR grantee, one of its CDBG-DR authorized users, or any of its other 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 CDBG-DR grantee's access to data under this Agreement and pursue remedies for noncompliance under any grant agreement with the CDBG-DR grantee that incorporates this Agreement. The CDBG-DR grantee should submit data requests directly to HUD.

Comptroller General Access

The CDBG-DR grantee authorizes the Comptroller General of the United States (the Government Accountability Office [GAO]), upon request, to have access to all the CDBG-DR 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).

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Authorized Signature
The authorized program official, whose signature appears below, accepts and expressly agrees to all the terms and conditions included herein, confirms that no verbal agreements of any kind shall be binding or recognized, and hereby commits the below-named CDBG-DR grantee to the terms of this Agreement.

Source and Recipient Agency Certification
Electronic Signature Acknowledgement: The signatories may sign this document electronically using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

CDBG-DR Grantee Official Name	Date
Title	
Office	
Agency	

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Appendix E. CDBG-DR Grantee Classes

This Agreement extends to any class of entities made eligible by CBDG-DR appropriations acts that agree to the Agreement's terms by signing Appendix D. Once they have signed Appendix D, they will be added to the list in Appendix F. Past CDBG-DR appropriations acts permit HUD's Secretary to award grants to states, units of general local governments, or Indian tribes, as these terms are defined in Section 102 of title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5302). Since 2011, HUD has added an average of seven new states and units of general local governments as CDBG-DR grantees per year, in addition to awarding some grants to states and units of general local governments that have previously received CDBG-DR funds.

In total, HUD has allocated CDBG-DR funds to 79 unique CDBG-DR grantees for disasters occurring in the years 2011 through 2022. These grantees and allocatees include 35 states (including the Commonwealth of Puerto Rico, which is defined as a state for purposes of CDBG-DR) and 44 units of local government (which include the territories of the Commonwealth of the Northern Mariana Islands, American Samoa, and US Virgin Islands, which are units of local government for purposes of CDBG-DR funds).

Docusign Envelope ID: FB1595F4-6E70-4BA6-8A1B-163041EEEAD5

Appendix F. ACTIVE CDBG-DR GRANTEES

The following list of CDBG-DR grantees have agreed to the proper protection of this data, appropriate participation in this matching program, and compliance with this Agreement's terms and conditions.

CDBG-DR grantees identified in Appendix F agree to the proper protection of this data, appropriate participation in this matching program, and compliance with this Agreement's terms by signing the grantee signatory page in Appendix D. The list of CDBG-DR grantees in Appendix F will change depending on HUD CDBG-DR allocations and which CDBG-DR grantees request FEMA data through HUD's CDBG-DR process. Once the CDBG-DR grantee expresses a need for FEMA data, the grantee will sign the signatory page in Appendix D and HUD will add their contact information to Appendix F. HUD will publish Appendix F on the HUD public-facing website on a regular monthly schedule (Appendix F will only be updated if there have been revisions to the appendix in the previous month) along with the CMA. DHS and FEMA will post the CMA on their public-facing websites as well.

The public can reference the updated Appendix F by visiting HUD's public-facing website at https://www.hud.gov/program_offices/comm_planning/cdbg-dr/data-sharing.

1. CDBG-DR Grantee Name
   Address
   Phone Number
   Date of Agreement Signature