COMPUTER MATCHING AGREEMENT

BETWEEN

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

AND

STATE OF LOUISIANA (GRANTEE)

I. INTRODUCTION

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

II. DEFINITIONS, PURPOSE, AND LEGAL AUTHORITY

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

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

A. Definitions

CDBG-DR Grantee:

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

Grantee Program Applicants:

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

FEMA Applicant or Registrant:

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

FEMA Housing Assistance:

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

B. Purpose

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

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

C. Legal Authority

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

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

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

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

3. Executive Order 13411, "Improving Assistance for Disaster Victims," 71 Fed. Reg. 52729 (August 29, 2006) calls on federal agencies to "reduce unnecessarily duplicative application forms and processes for Federal disaster assistance," which includes processing benefits applications submitted by individuals, businesses, or other entities for the same disaster.

4. The FEMA-008 Disaster Recovery Assistance Files System of Records, 87 Fed. Reg. 7852 (February 10, 2022), authorizes FEMA to provide federal agencies with access to FEMA's electronic records of individuals and households receiving assistance to make available any additional assistance to the affected individuals and households and to prevent duplication of benefits.

   a) Pursuant to Routine Use I.1 of the FEMA-008 Disaster Recovery Assistance Files System of Records, , FEMA may disclose applicant information to other federal, state, local, tribal, or territorial government agencies to prevent duplication of benefits or to address unmet needs of eligible, ineligible, or partially eligible FEMA applicants.

   b) Pursuant to Routine Use S of the FEMA-008 Disaster Recovery Assistance Files System of Records, , FEMA may share information with other federal, state, local, tribal, or territorial government agencies and voluntary organizations under approved computer matching efforts.

   c) The President may authorize section 408 federal assistance to individuals and households, pursuant to either a major disaster or an emergency under the Stafford Act.

5. The Debt Collection Improvement Act of 1996, 31 U.S.C. §§ 3325(d) and 7701(c)(1), requires federal agencies to collect the Taxpayer Identification Number (TIN) or Social Security Number (SSN) of each person who receives payments from the Federal Government; and each person doing business with the Federal Government is required to furnish his or her TIN.

a) For the purposes of 31 U.S.C. § 7701, a person is doing business with the Federal Government if the person is:

i. A lender or servicer in a federal guaranteed or insured loan program administered by a federal agency,

ii. An applicant for, or recipient of, a federal license permit, right-of-way, grant, or benefit payment administered by a federal agency,

iii. A contractor of a federal agency,

iv. Assessed a fine, fee, royalty, or penalty by a federal agency, or

v. In a relationship with a federal agency that may give rise to a receivable due to that agency such as a partner of a borrower in or a guarantor of a federal direct or insured loan administered by the federal agency.

b) Each federal agency must inform each person required to disclose his or her TIN of the agency's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Federal Government.

6. The appropriations acts that authorize and appropriate supplemental CDBG-DR assistance lay out specific requirements, some of which may vary by appropriation. These appropriations acts impose requirements related to the prevention of duplication of benefits on HUD or its CDBG-DR grantees, as directed by the applicable act.

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

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

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

III. JUSTIFICATION AND EXPECTED RESULTS – COST-BENEFIT ANALYSIS

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

A. JUSTIFICATION FOR COMPUTER MATCHING

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

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

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

B. Expected Results - Cost-Benefit Analysis

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

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

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

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

IV. RECORDS DESCRIPTION

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

A. SYSTEMS OF RECORDS AND ESTIMATED NUMBER OF RECORDS INVOLVED

1. Systems of Record

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

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

2. Records Estimate

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

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

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

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

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

Table 1: Registration Statistics

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

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

B. Description of the Data Match Processes

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

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

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

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

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

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

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

Table 1: Data Fields FEMA to Share with HUD

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

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

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

C. PROJECTED START AND COMPLETION DATES

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

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

V. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

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

A. Records obtained pursuant to this matching agreement will only be used for purposes expressed in this Agreement. The Grantee will not use or share information under this Agreement concerning individuals who are neither applicants for, nor recipients of, assistance under the Grantee's specific approved program(s) for any purpose. The Grantee will not use the data derivatively or disclose the data internally or externally, except as provided in this Agreement, without the written consent of HUD and consistent with all applicable legal requirements and policies. Information concerning "non-matching" individuals will not be used or disclosed by either party for any purpose outside of this Agreement.

B. Records obtained for or created pursuant to this matching agreement will not be disclosed outside of the Grantee unless permissible or required by law or this Agreement. The Grantee will obtain the permission of HUD before making such disclosure unless such disclosure is required by law.

C. Data or information exchanged will not be duplicated unless essential to the conduct of the matching described in this Agreement (for example, should the original file become damaged or for backup contingency purposes). All stipulations in this Agreement will apply to any duplication.

D. If disclosing these records to any entity, including a government contractor, to accomplish identification of duplication of benefits, the Grantee will obtain the written agreement of that entity to abide by the terms of this Agreement and, as necessary, enter into a separate computer matching agreement(s).

E. HUD will keep an accounting of disclosures of an individual's record, as required by 5 U.S.C. § 552a(c) and make the accounting available upon request by the individual.

F. The Grantee's employees, contractors, and agents who access, use, or disclose FEMA and/or HUD data for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

VI. NOTICE PROCEDURES

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

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

FEMA APPLICANTS

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

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

VII. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST

A. GENERAL

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

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

B. GRANTEE VERIFICATION PROCEDURES AND GRANTEE AUTHORIZED USERS OF DATA

1. A "Grantee authorized user" are employees, agents (including contractors or subcontractors), or subrecipients (including an agent or employee of its subrecipient) who have entered an agreement with the Grantee to comply with all of the requirements on the use of data contained in this Agreement and acknowledged that under the Privacy Act, unlawful disclosure of PII data is a misdemeanor and subject to a fine of up to $5,000, and who have signed an enforceable agreement with the Grantee that when given access to the subject HUD database or file, the Grantee authorized user will not

    a. Use or reveal any individually identifiable information furnished, acquired, retrieved, or assembled by the Grantee authorized user or others for any purpose to perform their official duties in connection with the uses of the data authorized in this Agreement;

    b. Make any disclosure or publication whereby an individual or household could be identified or the data furnished by or related to any particular person could be identified; or

    c. Permit anyone other than Grantee authorized users to access the data.

2. The Grantee shall authorize no more than the number of Grantee authorized users of data that the Grantee determines is necessary to accomplish the purposes of this Agreement. HUD may periodically request that the Grantee update its list of grantee authorized users and revoke access to individuals that are not identified as Grantee authorized users. HUD will prohibit data access to data on its systems by any individual that is not identified by the Grantee as a Grantee authorized user.

3. The Grantee may not deny, terminate, or make a final decision of any CDBG-DR assistance to an individual, or take other adverse action against such individual as the result of the information produced by its matching program, until an officer or employee of the Grantee has independently verified such information and the individual has had an opportunity of no less than 30 days from the date of the notice, per 5 U.S.C. § 552a(p)(1)(C)(ii), to contest the Grantee's findings. When required by the Privacy Act, an independent verification requires investigation and confirmation of specific information relating to an individual that is used as a basis for an adverse action against the individual, including where applicable investigation and confirmation of (1) the amount of any asset or income involved, (2) whether such individual actually has or had access to such asset or income for such individual's own use, and (3) the period or periods when the individual actually had such asset or income. The Grantee will comply with its procedures for verifying the matched FEMA data and for allowing individuals to contest benefit determinations in Appendix B.

4. If an individual is found to be receiving benefits through HUD's CDBG-DR grants, in addition to receiving benefits through FEMA assistance programs specified in Section

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

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

C. Notice and Opportunity to Contest

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

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

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

VIII. DISPOSITION AND RECORDS RETENTION OF MATCHED ITEMS

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

A. the Grantee will retain FEMA data received from HUD under this Agreement only for the processing times required for the Grantee to verify data and will then destroy all such data immediately after verification. For the Grantee, this processing time will be until grant closeout; FEMA data not used by the Grantee will be deleted after application processing is completed.

B. An exception applies if the information is required for evidentiary reasons; in which case, the information will be destroyed upon completion of the criminal, civil, or administrative actions and cases.

C. Any paper-based documentation used by the Grantee or Grantee authorized users to determine whether a record was matched and any documentation that was prepared for, provided to, or used to determine final benefit status will be destroyed by shredding, burning, or electronic erasure of the subject information as soon as they have served the matching program's purpose, which for purposes of this Agreement means the Grantee shall retain such records until the end of the record retention period of the grant to which it is related. . Other identifiable records that may be created by the Grantee or Grantee authorized users during the investigation will be destroyed as soon as they have served the matching program's purpose, which for purposes of

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

IX. RECORDS ACCURACY ASSESSMENTS

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

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

X. SECURITY PROCEDURES

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

A. ADMINISTRATIVE SAFEGUARDS

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

Specifically, the Federal Information System Modernization Act of 2014 (FISMA; 44 U.S.C. § 3551 *et seq.*) requirements apply to all federal contractors, organizations, or entities that possess or use federal information, or that operate, use, or have access to federal information systems on behalf of an agency. The Grantee will ensure that Grantee authorized users will receive training to ensure proper information security and privacy protections are adhered to in a manner consistent with this Agreement.

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

B. TECHNICAL SAFEGUARDS – MANUAL DATA SHARING

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

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

C. Physical Safeguards

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

D. On-Site Inspections

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

XI. MONITORING AND COMPLIANCE

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

XII. NON-DISCRIMINATION

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

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

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

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

XIII. INCIDENT REPORTING AND NOTIFICATION RESPONSIBILITIES

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

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

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

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

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

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

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

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

D. The Grantee agrees to notify all System Security Contacts named in this Agreement as soon as possible, but no later than one hour, after the discovery of a suspected or confirmed breach involving PII. If the Grantee experiences an incident, it will also be responsible for following its internal established procedures including:

1. Notifying the proper organizations such as the United States Computer Emergency Readiness Team (US-CERT), the ISSOs, and other contacts listed in this document,
2. Conducting a breach and risk analysis and determining the need for notice and/or remediation to individuals affected by the loss, and
3. Providing such notice and credit monitoring to the affected individuals at no cost to HUD if the analysis, conducted by the Grantee having experienced the incident, indicates that individual notice and credit monitoring are appropriate.

E. In the event of any incident arising from or in connection with this Agreement, each party will be responsible only for costs and litigation arising from a breach of the party's own systems or data.

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

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

XIV. COMPTROLLER GENERAL ACCESS

The Grantee authorizes the Comptroller General of the United States (the Government Accountability Office [GAO]), upon request, to have access to all the Grantee records that are subject to, and necessary to monitor or verify compliance with, this Agreement, in accordance with 5 U.S.C. § 552a(o)(1)(K). This Agreement also authorizes the Comptroller General to inspect any records used in the matching process that are covered by this Agreement pursuant to 31 U.S.C. § 717 and 5 U.S.C. § 552a(b)(10).

XV. DURATION OF AGREEMENT

A. EFFECTIVE DATE OF THE AGREEMENT

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

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

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

B. RENEWAL OF THE AGREEMENT

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

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

C. TERMINATION OF THE AGREEMENT

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

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

D. SURVIVAL OF PROVISIONS

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

XVI. CONFLICTS WITH THE HUD-FEMA COMPUTER MATCHING AGREEMENT

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

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

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

XVIII. GRANTS AND SEVERABILITY.

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

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

XIX. PENALTIES.

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

XX. DATA INTEGRITY BOARD REVIEW AND APPROVAL

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

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

XXI. POINTS OF CONTACT

HUD	**GRANTEE**
U.S. Department of Housing and Urban Development, Office of Policy Development and Research Todd Richardson, General Deputy Assistant Secretary 451 Seventh Street SW, Room 8106 Washington, DC 20410 Tel: (202) 402-5706 Email: todd.m.richardson@hud.gov	State of Louisiana Office of Community Development Jeff Haley, Deputy Executive Director 617 N. Third Street, 6th Floor Baton Rouge, LA 70802 Tel: 225-219-9747 Email: Jeff.Haley@La.Gov

XXII. APPROVALS AND SIGNATURES

GRANTEE

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

Jay Dardenne, Commissioner of Administration
Louisiana Office of Community Development

9/19/22
Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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

ELIZABETH HENDRIX

Digitally signed by: ELIZABETH HENDRIX
DN: CN = ELIZABETH HENDRIX C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Community Planning and Development
Date: 2022.11.07 12:33:38 -05'00'

Elizabeth S. Hendrix
Deputy Assistant Secretary
for Grant Programs (Acting)

Date

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

BRADLEY JEWITT

Digitally signed by BRADLEY JEWITT
Date: 2023.01.12 20:59:12 -05'00'

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

Date

Appendix A. CDBG-DR Grantee Data Fields

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

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

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

Data HUD will share with the Grantee:

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

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

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

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

See 'Verification of Application Data' and 'Duplication of Benefits" below for Grantee's procedures for verifying match FEMA data.

See Grantee's procedures for contesting benefit determinations located in the Restore Louisiana Homeowner Assistance Program Policy Manual, Section VII.L.i titled "Appeals" attached hereto **Exhibit A**. The full manual may be found at www.Restore.La.Gov .

VERIFICATION OF APPLICATION DATA

FEMA Registration

eGrants will:

1) Use the most current FEMA IA files provided by HUD/FEMA to OCD. The files for all Disasters are combined into a single database table for purposes of verifying the FEMA ID (dwh_fema_data).
2) There are two ways that eGrants gets an initial list of FEMA IDs.
   a) First, when an applicant enters the address of a damaged residence in the survey, the "type ahead" process displays addresses from the FEMA file that match what is typed. The respondent then selects the address that matches his/her damaged residence. When that is done, eGrants captures the FEMA ID associated with that address. If there are more than one FEMA ID associated with a damaged residence, eGrants will get the rest of the FEMA IDs during this process and puts them on the initial list.
   b) Second, the respondent/applicant is given an opportunity to enter the FEMA ID if they know it.
      i) At the time of the Survey the respondent is given an opportunity to enter one FEMA ID for each Disaster if they know the FEMA registration number(s).
      ii) At the time the Application, the respondent/applicant is given an opportunity to enter one or more FEMA IDs if they know them.
3) When the application is submitted, if there are multiple FEMA IDs for the address each of the FEMA IDs will be added to the initial list of FEMA IDs for the applicant.
4) The FEMA IDs are verified as follows:
   a) For each FEMA ID from the initial list, the last name of the applicant is matched with the applicant name in the FEMA file for that ID. If the last name matches, the FEMA ID is verified.
   b) If the last name does not match, the FEMA ID for that application is not verified. The FEMA ID is viewable on the Application Report and a staff person can verify the FEMA ID so the account can move forward.

DUPLICATION OF BENEFITS

FEMA IA:

eGrants will -

- Use the most current FEMA files provided by FEMA/HUD to OCD
- eGrants will use the FEMA ID number previously determined *(see above)* to find the appropriate FEMA IA data. eGrants will then use sum of the values in the columns labeled "*Repair Award*" and "*Replacement Award*" for the FEMA IA duplication of benefits.
- If there are multiple FEMA IDs marked as Owner for the same address, then eGrants will sum the "Repair Award" and "Replacement Award" amounts from each of the FEMA IDs.
- If the applicant provided a FEMA IA amount and there is no OVERRIDE for FEMA IA, then eGrants will use the maximum of the applicant provided FEMA IA and the FEMA IA value determined by eGrants as the Duplication of Benefits value.

Exhibit A

Restore Louisiana Homeowner Assistance Program Policy Manual,
Section VII.L.i
"Appeals"

State of Louisiana

Computer Matching Agreement

Prepared by
Louisiana Office of Community Development – Disaster Recovery Unit

iii. Recapture

An applicant may be required to repay all, or a portion of the funds received. The reasons for recapture include but are not limited to the following:

- An applicant moves from one phase to another phase based on eligibility criteria and is then eligible for a different award amount;
- An applicant is determined to have provided false or misleading information to the Program;
- An applicant withdraws from the Program prior to completion of the project;
- An applicant does not complete construction; and/or
- An applicant does not report the receipt of additional insurance, SBA, FEMA, non-profit assistance and/or any other duplication of benefits received after calculation of the award.
- An applicant voluntarily or involuntarily relinquishes ownership of the property prior to the successful completion of a final RLHP inspection.

L. APPEALS, COMPLAINTS, AND GRIEVANCES

i. APPEALS

A thorough process will be implemented to allow for RLHP appeals. The appeals process will be provided on the Program website, and a copy will be included electronically with each applicant's award determination, ineligibility letter, or notice of file closure. Applicants must file an appeal within sixty (60) calendar days after the date of the award determination letter, ineligibility letter, or notice of file closure.

All applicants may submit appeals electronically by logging into their account on eGrants. Once a file reaches Award Acknowledgement, Zero Award, Ineligible or Non-Responsive status, the applicant will have the option to choose Appeal on the Award Acknowledgement, Zero Award, Ineligible or Non-Responsive screen in eGrants. If an applicant requires assistance with filing an appeal, they can choose Consult on the Award Acknowledgement, Zero Award, Ineligible or Non-Responsive screen in eGrants and an RLHP Case Manager will be able to file the appeal on their behalf. Applicants can file an appeal for one of the following reason codes:

a. Program eligibility
b. Grant calculations prior to execution of grant agreement
c. Repair or Reimbursement Estimates limited to measurements of the home and quantities of damaged materials only
d. Duplication of benefits
e. File closure

Applicants may not appeal policies that have been approved and incorporated by the Program, such as the Program's process for assessing the value of materials eligible under the Program. In addition, applicants are not allowed to appeal the award amount after grant execution. Further, statutory and regulatory requirements/guidelines may not be appealed.

Regardless of the reason(s) an applicant files an appeal, the entire file will undergo a full review. Applicants should be aware that this full file review may result in positive or negative changes to the

eligibility status or an increase or decrease from the previous award amount. Such variations in the final award are necessary to ensure that the home is properly repaired and that the Program only pays for work that is necessary, reasonable and within Program guidelines. In any instance of a decrease in the actual cost of the repair or reconstruction, the grant award and disbursements will be reduced to reflect the reduction in repair or construction costs. **Read your award letter and grant agreement for additional Solution-specific requirements.** Refer to Appendix F.

ii. Complaints

A complaint can be filed by any interested party that takes issue with the programmatic, operational, or construction administration activities of the Program. Typically, complaints originate from an individual who is experiencing some difficulty with Program services, including eligibility, intake process, grant award calculation, closing, or construction activities. The Program will provide a response to the interested party's complaint within fifteen (15) working days within receipt of the complaint.

Complaints can be submitted in one of the following ways:

- Via online by visiting the Program website to complete an online complaint form by going to: http://restore.la.gov/homeowner-assistance-file-a-complaint/
- By calling the Program hotline at 866-735-2001 to receive assistance from a Customer Service Representative (CSR)
- Via U.S. mail to Attention: RLHP Applicant Relations Department 11100 Mead Road Baton Rouge, Louisiana 70816

iii. Grievances

a. Solution 1 applicants may submit grievances with their Solution 1 contractor by completing an online form through the restore.la.gov website. See Section VIII (A) (ix).
b. Solution 2 applicants, see Section VIII (B) (xiii)