

Memorandum of Understanding (MOU) for Avoiding Duplication of Benefits

Updated: January 24, 2022

Purpose

The U.S. Small Business Administration (SBA) provides low-interest, long-term disaster loans to businesses of all sizes, private nonprofit organizations, homeowners and renters following a declared disaster. Through the disaster loan program, SBA has collected certain data which may be useful to states, territories, tribes, and local government jurisdictions and voluntary agencies in developing or updating various plans, including but not limited to response, recovery or mitigation plans and/or identifying a duplication of benefits (DOB) when administering their disaster assistance programs. SBA will share relevant data with states, territories, tribes, and local government jurisdictions and voluntary agencies; however, if the data contains personally identifiable information (PII) a Memorandum of Understanding (MOU) must first be prepared and signed by both SBA and the authorized requesting party. The purpose of the MOU is to avoid duplication of benefits. Certain information may be available without an MOU. [SBA disaster loan information](#) is publicly available.

MOUs are available for parties to avoid duplication of benefits. The following pages include an MOU template (Appendix A) and a menu of commonly requested data fields that SBA may provide (Appendix B). SBA can make the data available to the State or local government in various formats, including excel, portable document format (PDF), and comma-separated values (CSV). The MOU may include only those listed data fields that are relevant to the issuance of a grant, loan, or other benefit under the requestor's program.

Instructions

1. Review the attached pages and complete MOU draft template.
2. Submit first draft of MOU to SBA for review (see contact information below). SBA will review draft and make edits, if necessary. If no changes are required, SBA will inform the requesting party that the MOU may be signed by the authorized signing official.
3. Return a signed electronic copy of the MOU draft to SBA. Once received, SBA will review, sign and return a copy of the executed MOU to the requestor for their records.
4. Once the MOU has been signed by both parties, SBA will run the initial request for data and begin providing regular reports per the reporting schedule set by the terms in the MOU.
5. **Please ensure all edits stay in red or track-changes. Failure to do so may delay the MOU process.**

SBA Points of Contact

To submit a draft MOU, or for any questions, please email Alejandro Contreras at alejandro.contreras@sba.gov and copy DisasterDataSharing@sba.gov.

To contact by phone, please call (202) 205-6734.

**Memorandum of Understanding
Between the
U.S. Small Business Administration
and the
County of Humboldt**

I. PURPOSE

The purpose of this Memorandum of Understanding (“MOU” or “Agreement”) is to establish procedures by which the U.S. Small Business Administration (“SBA”) may exchange data, subject to the Privacy Act, with the **County of Humboldt, Sheriff, Office of Emergency Services**. The exchange of this information is important to avoid a duplication of benefits for individuals and businesses receiving assistance under federal disaster **SBA disaster number for physical damage is 17749 and economic damage 17750**.

II. BACKGROUND

On **December 20, 2023** the State of California proclaimed a state of emergency, as requested by the Governor of **California** in response to **a magnitude 6.4 earthquake**. As a result of this declaration SBA can make direct loans available through its disaster loan program to disaster survivors for uncompensated home and business losses.

The Sheriff’s Office, Office of Emergency Services manages the **County of Humboldt’s** disaster and recovery responses.

The current recovery response for the is support to Humboldt County residents who have been displaced or whose homes have been red or yellow tagged as a result of the 2022 December Ferndale Earthquake. The County of Humboldt is implementing a Long-Term Recovery Group and engaging nonprofits such as Habitat for Humanity to provide home rehabilitation and rebuild services for low to very-low-income residents who have been displaced by the earthquake or whose homes have been red or yellow-tagged. Funding for this program will come from philanthropic donations and the County of Humboldt’s Local Assistance and Tribal Consistency Fund, as issued by the United States Department of Treasury established by Section 605 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (American Rescue Plan).

As outlined in this agreement, SBA is providing loan information **to the County of Humboldt** on applicants/borrowers that applied for SBA disaster loan assistance under **SBA disaster number for physical damage is 17749 and economic damage 17750** for the purpose of avoiding a duplication of benefit (DOB).

III. AUTHORITY

The legal authority for sharing this information is § 312(a) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), which authorizes agencies to ensure that assistance provided by each is not duplicated by another source.

SBA provides its disaster assistance loan programs under the authority of section 7(b) of the Small Business Act (15 U.S.C. § 636 (b)).

IV. ROLES AND RESPONSIBILITIES

A. SBA will:

1. Provide the information listed in Appendix A regarding home and business disaster loan applicants from the federal disaster declaration **SBA disaster number for physical damage is 17749 and economic damage 17750.**
2. As applicable and upon request, provide individual business borrower data for the data fields listed in Attachment A for the requested SBA borrowers under federal disasters **SBA disaster number for physical damage is 17749 and economic damage 17750.** By submitting such a request, **County of Humboldt** will be confirming that the requested borrowers have also applied for program funds and have agreed to allow SBA to share their SBA business disaster loan application information with **County of Humboldt.**
3. Provide a point of contact person to facilitate communication between SBA and **County of Humboldt.**

B. County of Humboldt will:

1. Provide SBA with a listing of grant/loan recipients, including the amount of award, the disaster damaged address, what the funds are for and other unique identifier, if available (SBA Application Number, FEMA Registration Number, etc.) **This information will be provided in a spreadsheet.**
2. Provide a point of contact person to facilitate communication between **County of Humboldt** and SBA.

V. POINTS OF CONTACT

SBA

Alejandro Contreras
Director
Preparedness, Communication and
Coordination
409 3rd Street SW
Washington, DC 20416
(202) 205-6734
alejandro.contreras@sba.gov

County of Humboldt

Ryan Derby
Emergency Services Program Manager
825 Fifth Street
Eureka, CA 95501
rderby@co.humboldt.ca.us

VI. TERM, TERMINATION AND AMENDMENT

This Agreement will take effect when signed by both parties and continue for 18 months unless sooner terminated. This Agreement may only be amended upon written mutual consent of both parties. Either party may terminate its participation with 30 calendar days written notice to the other party.

VII. PROTECTION OF DATA

Any data obtained from the other party may only be used for the purpose of verifying whether a duplication of benefits has occurred. All personal and confidential information provided by SBA pursuant to this Agreement belongs to, and will remain the property of SBA. Both parties agree to strictly control the use and retention of any personal and confidential information provided by the other party so that only those personnel who have a need to know have access to such material. No further dissemination or use of material provided by SBA is authorized without written permission of SBA. **County of Humboldt** will refer those who request personal and confidential information provided by SBA to the SBA point of contact named in this Agreement.

Each party's responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement.

Both parties agree that information will be transmitted in a secure manner to protect sensitive and personally identifiable information (PII). Both parties agree that there will not be computer matching.

VIII. GENERAL TERMS

- A. Nothing in this Agreement is intended to conflict with current law(s), regulation(s), or the directives of SBA. If a provision in this Agreement is found to be inconsistent with such authority, then that provision shall be reviewed and modified or annulled as agreed to by SBA and **the County of Humboldt** in writing, but the remaining provisions of this Agreement shall remain in force and effect unless otherwise noted.
- B. SBA and **the County of Humboldt** further recognize that the shared information is subject to the rights of audit and inspection of various federal and state agencies and the disclosure of such information may be required by law.
- C. All records and data will be subject to existing federal and state record retention requirements.

IX. SIGNATURE

The signatories below represent that they have the authority to make such commitments on behalf of their respective organizations.

U.S. Small Business Administration

County of Humboldt

Francisco Sanchez Jr. Date
Associate Administrator
for Disaster Assistance

William H. Honsal Date
Sheriff

APPENDIX A

Data Fields

NOTE: Due to Privacy Act protections of disaster loan data, SBA may only share information that is relevant to the state, tribal nation or local government's decision to issue a grant, loan, or other benefit under its program. The list below includes commonly requested data fields. Please contact SBA if the data field you require is not listed here.

#	Data Field	#	Data Field
1	Application Nbr	51	Verified up53 Leasehold Improvements
2	Loan type	52	Approved EIDL
3	Acceptance date	53	Approved up01 Personal Property
4	Summary Declined Ind	54	Approved up02 Motor Vehicle
5	Auto Declined Ind	55	Approved up18 Real Estate Relocation
6	SBA Status	56	Approved up17 Real Estate Repair Approved up19 Real Estate Reconstruction
7	FEMA Declaration Number	57	Reconstruction
8	FEMA Registration Number	58	Approved up20 Landscaping
9	SBA Disaster Number	59	Approved up24 Debris Removal Approved up25 Other Land Improvements
10	SBA Physical Declaration Number	60	Improvements
11	SBA Decision Date	61	Approved up26 Mitigation
12	Primary Applicant Name	62	Approved up41 Code Required Elevation
13	Primary applicant Soc. Sec. #	63	Approved up50 Inventory
14	Family Size	64	Approved up51 Machinery & Equipment
15	Current Loan Amt	65	Approved up52 Furniture and Fixtures
16	Verified loss	66	Approved up53 Leasehold Improvements
17	Current total verified loss	67	Approved up58 Refinance
18	SBA Loan Number	68	Current EIDL
19	Total amount disbursed	69	Current up01 Personal Property
20	Physical amount disbursed	70	Current up02 Motor Vehicle
21	EIDL disbursed	71	Current up18 Real Estate Relocation
22	DP Property street address	72	Current up17 Real Estate Repair
23	DP City	73	Current up19 Real Estate Reconstruction
24	DP State	74	Current up20 Landscaping
25	DP Zip	75	Current up24 Debris Removal
26	DP County	76	Current up25 Other Land Improvements
27	Applicant Type	77	Current up26 Mitigation
28	Organization Type	78	Current up41 Code Required Elevation
29	Legal Name	79	Current up50 Inventory
30	Mailing Street Address1	80	Current up51 Machinery & Equipment

31	Mailing City	81	Current up52 Furniture and Fixtures
32	Mailing State	82	Current up53 Leasehold Improvements
33	Mailing Zip	83	Current up58 Refinance
34	Phone	84	Loan note date
35	email Address	85	Term months
36	Account Name	86	Interest rate
37	Reason Codes	87	Payment amount
38	Verified up01 Personal Property	88	Payment frequency
39	Verified up02 Motor Vehicle	89	NAICS code
40	Verified up18 Real Estate Relocation	90	Trade name
41	Verified up17 Real Estate Repair	91	Federal ID
42	Verified up19 Real Estate Reconstruction	92	Number of employees
43	Verified up20 Landscaping	93	Last disb date
44	Verified up24 Debris Removal	94	Cancel ind
45	Verified up25 Other Land Improvements	95	Cancel date
46	Verified up26 Mitigation	96	Cancel code
47	Verified up41 Code Required Elevation	97	Gross annual income
48	Verified up50 Inventory	98	Insurance for this loss
49	Verified up51 Machinery & Equipment	99	Insurance total
50	Verified up52 Furniture and Fixtures		

Updated: January 24, 2022