

CDBG Disaster Recovery Program
Hurricanes Ike (FEMA-1791-DR) and
Dolly (FEMA-1780-DR)
Memorandum of Understanding
Sharing of Data Protocol

I. Parties

This Memorandum of Understanding is entered into by and between the Texas Department of Housing and Community Affairs (TDHCA) and the Hidalgo County, for the purpose of addressing the access to and handling of data electronically acquired by TDHCA from the Federal Emergency Management Agency (FEMA) and the Small Business Administration (SBA) and data electronically transmitted from TDHCA Hidalgo County in the implementation of the Community Development Block Grant (CDBG) Disaster Recovery Programs under Public Law 110-329.

II. Purpose

Hidalgo County has an immediate and long-term need for recovery related data from FEMA or SBA. This data will be used in order to prevent a duplication of efforts or a duplication of benefits in determining eligibility for disaster assistance. The data outlining disaster assistance funds already received by applicants from FEMA, the FEMA National Flood Insurance Program (NFIP), or SBA in particular, is critical in helping to identify what assistance, if any, an applicant has received for home repair or replacement.

III. Responsibilities and Description of Data Shared

A. DESCRIPTION OF DATA:

TDHCA shall provide to Hidalgo County in an electronic format database via data disc, the following shared information on the applicant base level:

Requested fields at the address level are as follows for both Hurricanes Ike and Dolly:

FEMA returned fields:

Primary Homeowner Name First
Primary Homeowner Name Middle
Primary Homeowner Name Last
Primary Homeowner Name Suffix (Jr., III, Sr., etc)
Primary Homeowner Social Security Number
Secondary Homeowner Name First
Secondary Homeowner Name Middle
Secondary Homeowner Name Last
Secondary Homeowner Name Suffix (Jr., III, Sr., etc)
Secondary Homeowner Social Security Number

Damage Residence Address 1
Damage Residence Address 2
Damage Residence City
Damage Residence State
Damage Residence Zip
Amount of Home Repair/Replacement funds
Rejected Due to Non-Compliance (Y/N)

NFIP returned fields:

Date of Loss
Policy Number
Building Payment: Structure Amount
Occupancy Type: Primary, Rental, Etc.
Insured Name

SBA returned fields:

Applicant Name
Relationship
Social Security Number
Damaged Property Address
Damaged Property City
Damaged Property State
Damaged Property Zip Code
Application Number
SBA Loan Number
RE Verified \$
Application RE Approved Amt
Status
Sub Status

B. DATA USE, SECURITY, AND DELIVERY

1. Restricted Use of Information: Hidalgo County shall use the information obtained from TDHCA, pursuant to subsection A above, solely for the defined purposes stated in Section II. The “shared information” is considered both confidential and non-confidential information but Hidalgo County agrees to treat both confidential and non-confidential information as private and avoid the unnecessary use or release of such information unrelated to the defined purposes stated in this memorandum of understanding between the parties. It is the intention of the parties that both the confidential and non-confidential “shared information” will be utilized strictly for the purposes stated herein.

2. Maintain Privacy and Security The Hidalgo County and TDHCA are committed to maintain the privacy and security of a CDBG applicant’s confidential data within the restraints of the CBDG Disaster Recovery Program.

3. Frequency of Delivery: All of the information described above shall be provided to Hidalgo County as soon as it becomes available to TDHCA, and in the manner provided in subsection C below.

C. TDHCA shall provide access to the shared information, described in sub-section A above, to Hidalgo County by providing password protected access restricted for the persons designated in Section 6B.

IV. Legal Authority and Requirements

Requirements of Privacy Act – The information provided is covered under the Privacy Act of 1974, (Privacy Act), 5 U.S.C. § 522a, the privacy of each Hurricane Ike and Hurricane Dolly victim must be protected from disclosure to unauthorized third parties. For this reason, TDHCA is producing and Hidalgo County is receiving records from the FEMA and NFIP Disaster Assistance programs only for the purposes stated herein. In addition, State agencies, including the TDHCA, as well as counties and municipalities, including Hidalgo County, receiving disaster applicant information must protect it in the same manner that the Privacy Act requires FEMA and HUD to protect it under the Stafford Act, 44 C.F.R. § 206/11(j)(2)(i). The Privacy Act provides for criminal penalties for the unauthorized disclosure of Privacy Act information to unauthorized third parties. Specifically, an individual who willfully discloses any such material to a third party not authorized to receive it may be convicted of a misdemeanor and fined up to \$5,000.

V. Data Transmission Security

Hidalgo County shall comply will all applicable Statewide IT Security Policies and Standards as promulgated by the Division of Administration Office of Information Technology. Any Confidential Data which is electronically transmitted under the terms of this Contract shall be sent in encrypted format. In transmitting Confidential Data, Hidalgo County shall only use National Institute of Standards and Technology (NIST) implementations listed in the FIPS 140-1 and FIPS 140-2 Cryptographic Modules Validation List. For symmetric algorithms, key strength must be a minimum of 128 bits. For asymmetric algorithms, key strength must be a minimum of 1024 bits. Hidalgo County may institute measures which provide increased levels of protection, which measures must be provided in writing to TDHCA. TDHCA may hereinafter provide for increased requirements of the protections provided under this sub-section.

Duties to Monitor and Report Breach or Unauthorized Use or Release of Information

Hidalgo County and TDHCA shall implement and continually update monitoring plans to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. Hidalgo County must comply with the State's Database Security Breach Notification Law, cited at La. R.S. 51:3071, and shall provide TDHCA with immediate notification (not more than 24 hours) of any security incident ("Security Incident") involving Confidential Data. The reference to Security Incident herein may include,

but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Data, or the unauthorized use of a system for the processing or storage of Confidential Data, or changes to system hardware, firmware, or software characteristics without TDHCA's knowledge, instruction or consent, or the unauthorized use or disclosure, whether intentional or otherwise of Confidential Data.

In the event of unauthorized access to or disclosure of information, Hidalgo County, when involved in a Security Incident, shall consult with TDHCA regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing herein shall be deemed to limit the liability, if any, that Hidalgo County may have, if any person whose private or confidential data may have been the subject of an unauthorized use or disclosure.

VI. Other Provisions:

A. Conflicts: Nothing in this Agreement is intended to conflict with Federal or State statutes and regulations or TDHCA directives. If a term or provision of this agreement is inconsistent with such law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect.

B. Contact information – Access to unit level data will be restricted to the following individuals within Hidalgo County.

1. Diana Serna

Hidalgo County is prohibited from sharing with anyone information considered personal and confidential to the CDBG Disaster Recovery Grant applicant. Hidalgo County cannot disclose any shared information obtained from TDHCA to any third party without the explicit permission of TDHCA.

Hidalgo County hereby agrees to release to TDHCA all reports, conclusions, recommendations, etc. based on its analysis of this data prior to the time and in the same manner that such information is given to any third party. All reports, conclusions, recommendations, etc. based on Hidalgo County's analysis will not be publicly released without review by TDHCA.

TDHCA may utilize the information for the same purposes, as well as for monitoring and reporting purposes, and to pursue any rights it may have or acquire in the implementation and administration of the CDBG Disaster Recovery Grant Program, including but not limited to any disclosures necessary to obtain disbursement of grant awards, recovery of grant awards, reduction of grant awards, recovery of any program assets, including assets and rights previously or in the future assigned to the TDHCA in connection with grant awards.

TDHCA and the Hidalgo County further recognize that the Shared Information is subject to the rights of audit and inspection by various federal and state agencies and the disclosure of such information may be required by law.

VII. Effective Date: The terms of this Agreement shall become effective on which the last signature of the Parties is affixed to this agreement.

VIII. Modification and Termination:

A. This Agreement may be modified in writing, by mutual written consent of TDHCA and Hidalgo County.

B. The terms of this Agreement, as modified, shall remain in effect until **September 10, 2011.**

C. This Agreement may be terminated, at any time, upon mutual written agreement between the parties; or by either party upon 30 days written to the other party to this agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives with an effective date stated in Section 7 above.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the day and year first above written.

Texas Department of Housing and Community Affairs

By _____

Michael Gerber

Title Executive Director

Date

Hidalgo County

By _____

Diana Serna

Title Urban County Program Director

Date