

**State of Texas CDBG Disaster Recovery Program**  
**2015 Severe Storms, Tornadoes, Straight-line Winds,**  
**and Flooding (FEMA-4223-DR-TX, FEMA4245-DR-TX)**  
**Memorandum of Understanding**  
**Sharing of Private Individual Data Protocol**

## **I. Parties**

This Memorandum of Understanding is entered into by and between the Texas General Land Office (“GLO”) and Hidalgo County, Texas (“the County”), to address access to and handling of data physically or electronically acquired by GLO, directly or indirectly, from the Federal Emergency Management Agency (“FEMA”), the Small Business Administration (“SBA”), the National Flood Insurance Program (“NFIP”), and/or other federal sources, and physically or electronically transmitted from GLO to the County in the implementation of GLO’s Community Development Block Grant (“CDBG”) Disaster Recovery Program (the “CDBG-DR Program”). The CDBG-DR Program is funded under section 420 of the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2016, Pub. L. No. 114-113, 129 Stat. 2242 (2015) (“the 2016 Appropriation”).

## **II. Purpose**

Under the 2016 Appropriation, the United States Department of Housing and Urban Development has allocated CDBG funds to the State of Texas to operate the CDBG-DR Program related to relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from Presidentially-declared FEMA-4223-DR-TX and FEMA 4245-DR-TX disasters. *See Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees*, 81 Fed. Reg. 39687 *et seq.* (June 17, 2016). The County, as a CDBG-DR Program subrecipient, has an immediate and long-term need for recovery-related data from relevant federal programs and agencies that GLO, as administrator of the State of Texas CDBG-DR Program, is willing to share. These data will be used in order to prevent duplication of efforts or duplication of benefits in determining eligibility for disaster assistance to CDBG-DR Program applicants. In particular, data that evidence disaster assistance funds already received by CDBG-DR Program applicants from FEMA, SBA, NFIP or other federal sources is critical to identify what assistance, if any, an applicant has received for home repair or replacement that is also conducted by the CDBG-DR Program.

## **III. Responsibilities and Description of Data Shared**

### **A. DESCRIPTION OF DATA**

GLO shall provide to the County, in an electronic format database via data disc when practicable, one or more of the following categories of information on the applicant base level:

Requested fields at the address level are as follows for both covered disasters:

**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  
Primary Homeowner Telephone Number  
Alternate Homeowner Telephone Number  
Homeowner Registration Number  
Homeowner IHP Status  
Damage Residence Address 1  
Damage Residence Address 2  
Damage Residence City  
Damage Residence State  
Damage Residence Zip  
Damage Residence Latitude  
Damage Residence Longitude  
Damage Residence Inspection Status  
Amount of Home Repair/Replacement funds  
Amount of Rental Assistance  
Amount of Other Needs Assistance  
Rejected Due to Non-Compliance (Y/N)  
Non-Referral Reason

**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 Approve Amount  
 Status  
 Sub Status

**B. DATA USE, SECURITY, AND DELIVERY**

**1. Restricted Use of Information:** The County shall use the information obtained from GLO, pursuant to subsection A above, solely for the defined purpose stated in section II above. This shared information is considered both confidential and non-confidential information, but the County agrees to treat it as private, and to avoid the unauthorized use or release of such information unrelated to the defined purpose stated in this Memorandum of Understanding. It is the intention of the parties that shared information will be used strictly for the purpose stated herein.

**2. Maintain Privacy and Security:** The County and GLO are committed to maintain the privacy and security of CDBG-DR Program and federal agency applicants' individual information, within applicable program restraints.

**3. Frequency and Manner of Delivery:** All information described above shall be provided to the County as soon as it becomes available to GLO. Where practicable, GLO shall provide access to the shared information, described in subsection III.A above, to the County via password-protected media, with access restricted to the persons or categories of persons designated in subsection VI.B below.

**IV. Legal Authority and Requirements**

Protection and disclosure by federal agencies of private individual information is governed by the Privacy Act of 1974, 5 U.S.C. § 552a (2016), as amended ("the Privacy Act"), which includes enumerated civil and criminal penalties for unauthorized disclosure. FEMA regulation at 44 C.F.R. § 206.110(j)(2) (2016), as amended, explicitly requires states receiving FEMA applicant information to 1) protect it in the same manner that the Privacy Act requires FEMA to protect it; and 2) not use such information for purposes other than providing additional state or local disaster assistance to individuals and households. The private information of each

victim of the disasters addressed in this Memorandum of Understanding must be protected from disclosure to unauthorized third parties. For this reason, GLO will use and produce, and the County will receive and use the information described above, from whatever federal agency or program obtained, only in a manner that complies and/or comports with the requirements of 44 C.F.R. § 206.110(j)(2) and the Privacy Act. Data provided by GLO to the County under this agreement is provided as an intergovernmental transfer. As an intergovernmental transfer, GLO retains any and all exceptions to disclosure under the Texas Public Information Act, Tex. Gov. Code Ann. § 552.001 *et seq.* (Vernon 2016), as amended.

## **V. Data Transmission Security**

### **A. GENERAL REQUIREMENTS**

GLO and the County shall comply with all applicable statewide information technology security policies, standards and guidelines, as promulgated by the Texas Department of Information Resources. Any confidential data which is electronically transmitted under the terms of this Memorandum of Understanding shall to the extent practicable be sent in encrypted format. In transmitting confidential data, GLO and the County agree to adhere to industry standards as outlined by the National Institute of Standards and Technology (“NIST”) or by the Federal Information Processing Standards (“FIPS”). GLO and the County may institute measures which provide levels of protection beyond FIPS and NIST standards, which measures must be provided to the other party in writing. GLO may hereinafter require increased protection beyond the standards stated in this Section V.

### **B. MONITORING AND REPORTING**

The County and GLO shall implement and continually update monitoring plans to detect unauthorized access to or use of the information described above, or any attempts to gain unauthorized access. To the extent applicable, the County and GLO shall comply with § 521.053 of the Texas Business and Commerce Code (2016), as amended, regarding notification following breach of security of computerized data. The County shall further notify GLO within twenty-four hours of any security incident involving the information described above. Such security incidents may include, but are not limited to, unauthorized access to, use or disclosure of the information, unauthorized use of a system processing or storing the information, and/or changes to system hardware, firmware, or software characteristics without GLO’s knowledge, instruction or consent. Following such notification, the County shall consult with GLO regarding the cause, mitigation and correction of the security incident. Nothing herein shall be deemed to limit the liability, if any, that the County may have to any person aggrieved by unauthorized use or disclosure of his or her private or confidential information.

**VI. Other Provisions:**

**A. CONFLICTS**

Nothing in this Memorandum of Understanding is intended to conflict with federal or state law or GLO policy and directives. If a term or provision of this Memorandum of Understanding 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. FURTHER AUTHORIZED USE OF INFORMATION**

Access to unit level data described in Section III above will be restricted to the following individuals or position categories within the County:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

The County may not share with any unauthorized person information considered personal and confidential to a CDBG-DR Program or federal agency applicant. The County cannot disclose to any third party such information obtained from GLO without GLO's explicit permission.

The County hereby agrees to release to GLO all reports, conclusions, recommendations, and other analyses of data obtained from GLO, before and in the same manner that they are intended for any third party. All such analyses may not be publicly released, or released to any third party, without review and permission of GLO.

GLO may disclose and/or use any such analyses for any lawful purpose, including but not limited to monitoring and reporting purposes, and pursuit of any rights it may have or acquire in the administration of the CDBG-DR Program. Such rights may include, but are not limited to disbursement, recovery or reduction of grant awards, and recovery of program assets.

GLO and the County further recognize that the information described above is subject to audit and inspection by federal and state agencies, and that the disclosure of such information may in certain circumstances occur when required by law.

**VII. Effective Date**

This Memorandum of Understanding shall become effective when both parties have signed it.

**VIII. Modification and Termination**

This Memorandum of Understanding may be modified only by mutual written consent of the parties. This Memorandum of Understanding may be terminated at any time, upon mutual written agreement between the parties, or by either party upon thirty days' written notice to the other party. The duties of the parties to protect the privacy of CDBG-DR Program and/or federal agency applicants in connection with the information described above shall continue after termination.

IN WITNESS WHEREOF, the parties have caused their duly-authorized representatives to sign this Memorandum of Understanding with the effective date stated in Section VII above.

Texas General Land Office

By: \_\_\_\_\_  
Anne L. Idsal

Title: Chief Clerk/Deputy Land Commissioner

Date: \_\_\_\_\_

<sup>-DS</sup> DEV <sup>-DS</sup> OGC L

PM JAP

DIR [Signature]

SDD IKWW

DGC JG

GC [Signature]



**Certificate Of Completion**

Envelope Id: 9CBA5BE52E244780B3758E568B55F249  
 Subject: No Cost MOU: 16-454-000-A146 Hidalgo County (Texas General Land Office)  
 Source Envelope:  
 Document Pages: 11  
 Certificate Pages: 4  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
 David Villafranca  
 1700 N Congress Ave  
 Ste 935  
 Austin, TX 78701-1495  
 david.villafranca@glo.texas.gov  
 IP Address: 204.65.210.230

**Record Tracking**

Status: Original  
 8/25/2016  
 Holder: David Villafranca  
 david.villafranca@glo.texas.gov  
 Location: DocuSign

**Signer Events**

David Villafranca  
 david.villafranca@glo.texas.gov  
 Texas General Land Office  
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

Anthony Vargas  
 anthony.vargas@glo.texas.gov  
 Texas General Land Office  
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:


Edward Check  
 contractsteam@glo.texas.gov  
 Texas General Land Office  
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

Pete Phillips  
 Pete.Phillips@glo.texas.gov  
 Texas General Land Office  
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

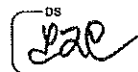
**Signature**



Using IP Address: 204.65.210.230



Using IP Address: 204.65.210.205



Using IP Address: 67.79.6.50



Using IP Address: 82.166.140.49  
 Signed using mobile



**Timestamp**

Sent: 8/25/2016  
 Viewed: 8/25/2016  
 Signed: 8/25/2016

Sent: 8/25/2016  
 Viewed: 8/29/2016  
 Signed: 8/29/2016

Sent: 8/29/2016  
 Viewed: 8/29/2016  
 Signed: 8/29/2016

Sent: 8/29/2016  
 Viewed: 9/2/2016  
 Signed: 9/2/2016

| Signer Events   | Signature   | Timestamp   |
|---|---|---|
| <p>Ken Wisian<br/> ken.wisian@glo.texas.gov<br/> Senior Deputy Director - Coastal Protection and<br/> Disaster Recovery<br/> Texas General Land Office<br/> Security Level: Email, Account Authentication<br/> (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p> | <br>Using IP Address: 204.65.210.169 | <p>Sent: 9/2/2016<br/> Viewed: 9/2/2016<br/> Signed: 9/2/2016</p> |
| <p>Jeff Gordon<br/> jeff.gordon@glo.texas.gov<br/> Texas General Land Office<br/> Security Level: Email, Account Authentication<br/> (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>   | <br>Using IP Address: 204.65.210.210 | <p>Sent: 9/2/2016<br/> Viewed: 9/2/2016<br/> Signed: 9/2/2016</p> |
| <p>Mark Havens<br/> mark.havens@glo.texas.gov<br/> Director of Oil and Gas Legal<br/> Texas General Land Office<br/> Security Level: Email, Account Authentication<br/> (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>  | <br>Using IP Address: 204.65.210.48  | <p>Sent: 9/2/2016<br/> Viewed: 9/6/2016<br/> Signed: 9/6/2016</p> |
| <p>Diana R. Serna<br/> diana.serna@co.hidalgo.tx.us<br/> Security Level: Email, Account Authentication<br/> (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>  |   | <p>Sent: 9/6/2016<br/> Viewed: 9/13/2016</p>                      |
| <p>Anthony Vargas<br/> anthony.vargas@glo.texas.gov<br/> Texas General Land Office<br/> Security Level: Email, Account Authentication<br/> (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>   |   |   |
| <p>Anne Idsal<br/> anne.idsal@glo.texas.gov<br/> Chief Clerk<br/> Texas General Land Office<br/> Security Level: Email, Account Authentication<br/> (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>  |   |   |

| In-Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
| Editor Delivery Events  | Status    | Timestamp |

| Agent Delivery Events  | Status        | Timestamp       |
|--|---------------|-----------------|
| <p>Lance White<br/> lance.white@glo.texas.gov<br/> Texas General Land Office<br/> Security Level: Email, Account Authentication (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>           | <b>COPIED</b> | Sent: 8/25/2016 |
| <p>Matthew Anderson<br/> matthew.anderson@glo.texas.gov<br/> Texas General Land Office<br/> Security Level: Email, Account Authentication (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p> | <b>COPIED</b> | Sent: 8/29/2016 |
| <p>Paul Botello<br/> paul.botello@glo.texas.gov<br/> Texas General Land Office<br/> Security Level: Email, Account Authentication (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>         | <b>COPIED</b> | Sent: 8/29/2016 |
| <p>Brandon Clark<br/> brandon.clark@glo.texas.gov<br/> Texas General Land Office<br/> Security Level: Email, Account Authentication (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>       | <b>COPIED</b> | Sent: 8/29/2016 |
| <p>Jay Franklin<br/> jay.franklin@glo.texas.gov<br/> Texas General Land Office<br/> Security Level: Email, Account Authentication (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>         | <b>COPIED</b> | Sent: 8/29/2016 |
| <p>Accounting Team<br/> DR.SystemAccess@glo.texas.gov<br/> Security Level: Email, Account Authentication (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>                                  | <b>COPIED</b> | Sent: 8/29/2016 |

### Carbon Copy Events

Diane Cates  
diane.cates@glo.texas.gov  
Lease Processor  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

### Status

**COPIED**

### Timestamp

Sent: 9/2/2016  
Viewed: 9/6/2016

Shanna Starkey  
shanna.starkey@glo.texas.gov  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

**COPIED**

Sent: 9/2/2016

Debby French  
debby.french@glo.texas.gov  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

### Notary Events

### Timestamp

### Envelope Summary Events

Envelope Sent

### Status

Hashed/Encrypted

### Timestamps

9/6/2016