

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

**THE DEPARTMENT OF HOMELAND SECURITY/ FEDERAL EMERGENCY
MANAGEMENT AGENCY (DHS/FEMA)**

AND

HIDALGO COUNTY URBAN COUNTY PROGRAM

FOR FEMA-4223-DR-TX AND FEMA-4245-DR-TX

- 1. INTRODUCTION AND PURPOSE.** The U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and Hidalgo County Urban County Program (UCP) voluntarily enter into this Information Sharing Access Agreement (ISAA or Agreement) to govern the collection, use, access, disclosure, security, and retention of data and information. The purpose of the ISAA is to enable FEMA to share personally identifying information (PII) that is protected by the Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a, with Hidalgo County UCP for the purpose of hazard mitigation measures and the enforcement of hazard mitigation provisions.
- 2. AUTHORITIES.** This ISAA is authorized by:

 - a. Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Pub. L. No. 93-288 (1974), (codified at 42 U.S.C. §§ 5121-5207) (Stafford Act);
 - b. Homeland Security Act of 2002, Pub. L. No. 107-296, Title V (2002) (codified as amended at 6 U.S.C. §§ 311-321n);
 - c. Privacy Act of 1974 as amended (2012), 5 U.S.C. § 552a et seq. (Privacy Act); and
 - d. DHS/FEMA 008 - Disaster Recovery Assistance Files System of Records (DRA), 78 Fed. Reg. 25,282 (Apr. 30, 2013) (DRA SORN).
- 3. BACKGROUND.**

 - a. In 2015, the President declared FEMA-DR-4223-TX and FEMA-DR-4245-TX under the Stafford Act for the State of Texas that included Hidalgo County.

- b. This declaration(s) authorized FEMA to implement the Individual and Household Program (IHP) under Section 408 of the Stafford Act. Under the IHP, FEMA may provide financial assistance and direct services to individuals who have necessary expenses and needs as a result of the major disaster.
- c. FEMA collects, maintains, uses, and disseminates personally identifiable information (PII) from its survivors/registrants in order to determine eligibility for IHP, as well as to direct and refer survivor/registrants to all possible sources of disaster assistance. Survivor/registrant PII is protected by the Privacy Act and the Disaster Recovery Assistance (DRA) SORN.
- d. As authorized by the routine use provision of the Privacy Act, 5 U.S.C. § 552a(b)(3), and pursuant to routine uses (J)(1) and (J)(2) of the DRA SORN, FEMA may disclose PII to federal, state, tribal, or local government agencies charged with the implementation of hazard mitigation measures and the enforcement of hazard-specific provisions of building codes, standards, and ordinances for the following purposes:
 - 1. For hazard mitigation planning purposes, to assist federal, state, tribal, or local government agencies in identifying high-risk areas and preparing mitigation plans that target those areas for hazard mitigation project implemented under federal, state, tribal, or local hazard mitigation programs.
 - 2. For enforcement purposes, to enable federal, state, tribal, or local government agencies, to ensure that owners repair or rebuild structures in conformity with applicable hazard-specific building codes, standards, and ordinances.
- c. Hidalgo County UCP certifies that it is charged with the implementation of hazard mitigation measures and the enforcement of hazard-specific provisions of building codes, standards, and ordinances.

4. DEFINITIONS.

As used in this Agreement, the following terms will have the following meanings:

- a. **BREACH.** A privacy incident, involving PII that is obtained from FEMA or derived from information obtained from FEMA and that is in the possession or control of Hidalgo County UCP or any entity with which Hidalgo County UCP shares the PII, constitutes a breach of this Agreement, notwithstanding whether such incident is the result of a negligent or intentional act or omission on the part of Hidalgo County UCP or on the part of an entity with which Hidalgo County UCP shares the PII.
- b. **INCIDENT:** (a) The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for an other than

authorized purpose, have access or potential access to the information in usable form, whether physical or electronic; or (b) any violation of any of the terms of this Agreement. The term encompasses both suspected and confirmed incidents.

- c. **PERSONALLY IDENTIFIABLE INFORMATION (PII):** Any information that permits the entity of an individual to be directly or indirectly inferred, including other information that is linked or linkable to an individual. For example, when linked or linkable to an individual, such information includes an address, name, social security number, date and place of birth, mother's maiden name, account number, license number, vehicle identifier number, license plate number, device identifier or serial number, internet protocol address, biometric identifier (e.g., photograph, fingerprint, iris scan, voice print), educational information, financial information, medical information, criminal or employment information, and information created specifically to identify or authenticate an individual (e.g., a random generated number). PII constitutes "Controlled Unclassified Information."
- d. **PRIVACY INCIDENT.** A privacy incident occurs when there is a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or failure to secure PII in usable form, whether physical or electronic, or when authorized users access survivor/registrant PII for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving PII which raise a reasonable risk of harm.
- e. **COMPUTER MATCHING:** Any computerized comparison of two or more automated systems of records, or a system of records with non-federal records, for the purpose of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal benefit programs. Pursuant to 5 U.S.C. § 552a(o), any record contained in a system of records may only be disclosed to a recipient agency or non-federal agency for use in a computer matching program pursuant to a Computer Matching Agreement (CMA) between the source agency and the recipient agency or non-federal agency.

5. RESPONSIBILITIES.

- a. FEMA's responsibilities under this ISAA are as follows:
 - i. Share with Hidalgo County UCP the disaster survivor/registrant PII requested pursuant to Routine Use (J)(1) and (J)(2) of the DRA SORN for FEMA-4223-DR-TX AND FEMA-4245-DR-TX.
 - ii. Share with Hidalgo County UCP survivor/registrant PII which may be categorized according to the following:

1. applicant names, disaster numbers and registration/applicant ID's
 2. applicant addresses, residence and access information (including damaged address, coordinates, other addresses if applicable)
 3. flood zones, types of damage and damage details
 4. award amounts and details (including IHP, HA and ONA categories)
 5. water depth levels as noted by inspectors
 6. SBA loan award amounts if available
- iii. Transmit the survivor/registrant PII listed in paragraph 5(a)(i and ii) to Hidalgo County UCP via a secure information technology (IT) portal, interface, or transfer tool.
- (1) FEMA will share additional survivor/registrant data containing PII via encrypted means.
 - (2) FEMA will work to establish online or realtime access to the relevant data. However, if FEMA cannot provide such access or if access is delayed, FEMA will provide Hidalgo County UCP with data via other secure means, such as encrypted document sent via email and/or encrypted media.
- iv. Provide user access instructions and proper handling and protection of survivor/registrant PII.
- v. FEMA shall ensure that survivor/registrant PII is accurate, complete, and up-to-date as reasonably necessary.
- b. Hidalgo County UCP's responsibilities under this ISAA are as follows:
- i. Use and maintain the FEMA survivor/registrant PII under this ISAA only for hazard mitigation measures and enforcement.
 - ii. Instruct all individuals with access to the survivor/registrant PII regarding 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.
 - iii. Employ appropriate technical, physical, and administrative safeguards to secure any and all FEMA survivor/registrant PII shared under the provisions of this ISAA, 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.

- iv. Limit access to survivor/registrant PII provided by FEMA only to Hidalgo County UCP personnel and other entities who are administering disaster assistance to survivor/registrants on behalf of Hidalgo County UCP.
- v. Hidalgo County UCP will not further disclose survivor/registrant PII provided by FEMA to outside third parties without the express consent of FEMA or the survivor/registrant(s) to whom the PII pertains including, as applicable, requests by third parties under state open access and freedom of information laws.
- vi. Hidalgo County UCP is permitted to have a total of 1 POC under this ISAA.
- vii. Ensure that its personnel with access to any FEMA survivor/registrant PII provided under this ISAA have completed privacy and security training and understand survivor/registrant PII protection responsibilities.
- viii. Understand the personal and confidential nature of the survivor/registrant PII and agree that it shall comply with all applicable laws, regulations, policies, and provisions of this Agreement to protect the confidentiality of survivor/registrant PII. Hidalgo County UCP further understands that it is responsible for any privacy incidents concerning survivor/registrant PII while in the possession of the information.
- xi. Ensure no computer matching will occur for the purpose of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal benefit programs.

6. POINTS OF CONTACT.

- a. The FEMA point of contact is as follows:

Name	Richard Morris
Title	FEMA R6 Emergency Management Specialist
Phone	(202) 702-5014
E-mail Address	Richard.E.Morris@fema.dhs.gov

- b. Hidalgo County UCP points of contact are as follows:

Name	Steve De La Garza
Title	Housing Division Director
Phone	(956) 787-8127 Ext. 2256
E-mail Address	Steven.DeLaGarza@co.hidalgo.tx.us

- 7. **SEVERABILITY.** Nothing in this ISAA is intended to conflict with current law or regulation or the directives of DHS/FEMA. If a term of this ISAA is inconsistent

with such authority then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.

- 8. NO PRIVATE RIGHT.** This ISAA is an agreement between DHS/FEMA and Hidalgo County UCP. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this Agreement do not constitute or imply the grant, by the United States of America, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.
- 9. FUNDING.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.
- 10. ISSUE RESOLUTION.** DHS/FEMA and Hidalgo County UCP understand that during the course of this ISAA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues.
- 11. USE OF CONTRACTOR WITH ACCESS TO FEMA PII.** When Hidalgo County UCP utilizes a contractor in connection with its performance of its obligations under the ISAA and Hidalgo County UCP provides such contractor with access to FEMA survivor/registrant PII, Hidalgo County UCP shall provide FEMA with prompt notice of the entity of such contractor and the extent of the role that such contractor will play in connection with the purpose of this ISAA. Moreover, all such contractors given access to any FEMA survivor/registrant PII must agree to: (a) abide by the terms and conditions set forth in Section 5.b., including, without limitation, its provisions relating to compliance with the protection of FEMA PII and Notice of Security and/or Privacy Incident; (b) restrict use of FEMA survivor/registrant PII only to the performance of services to Hidalgo County UCP in connection with Hidalgo County UCP's performance of its obligations under the ISAA, and (c) certify in writing, upon completion of the performance of services by a contractor, that the contractor has immediately un-installed, removed, and/or destroyed all copies of FEMA survivor/registrant PII within 30 days of the contractor's performance of services to Hidalgo County UCP.

- 12. RETURN OR DESTRUCTION OF FEMA PII.** If at any time during the term of the ISAA any part of FEMA survivor/registrant PII, in any form, that Hidalgo County UCP obtains from FEMA ceases to be required by Hidalgo County UCP for the performance of the purpose under the ISAA, or upon termination of the ISAA, whichever occurs first, Hidalgo County UCP shall, within fourteen (14) days thereafter, promptly notify FEMA and securely return the FEMA survivor/registrant PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such FEMA survivor/registrant PII in Hidalgo County UCP's possession or control, and certify in writing to FEMA that such tasks have been completed.
- 13. ENTIRE AGREEMENT.** This ISAA constitutes the entire agreement between the parties with regard to information sharing.
- 14. MODIFICATION.** This ISAA may be modified upon the mutual written consent of the parties.
- 15. COUNTERPARTS.** This ISAA, when executed in any number of counterparts and by different parties on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.
- 16. EFFECTIVE DATE, DURATION AND TERMINATION.** This ISAA will become effective upon the signature of both parties and will remain in effect for three years. The agreement may be extended by mutual written agreement of the parties. Either party may terminate this agreement upon written notice to the other party.
- 17. NOTICE OF SECURITY AND/OR PRIVACY INCIDENT.** If Hidalgo County UCP, or its contractors, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to FEMA survivor/registrant PII, Hidalgo County UCP shall immediately, but in no event later than one day (24 hours) from suspicion, discovery, or notification of the incident or potential breach, notify the FEMA Privacy Officer at (202) 212-5100 or FEMA-Privacy@fema.dhs.gov.
- 18. SECURITY AND/OR PRIVACY INCIDENT HANDLING.** In the event of a privacy incident emanating from this ISAA, FEMA will investigate the incident pursuant to DHS standard procedures and will consult Hidalgo County UCP in order to diagnose, mitigate and manage the privacy incident. Hidalgo County UCP will be responsible for carrying out all necessary measures to remedy the effects of the privacy incident.
- 19. INDEMNIFICATION.** Hidalgo County UCP shall bear all costs, losses and damages to the extent resulting from Cameron County's breach of the ISAA. Hidalgo County UCP agrees to release, defend, indemnify, and hold harmless FEMA for claims, losses, penalties and damages and reasonable attorneys' fees and costs to the extent arising out of Hidalgo County UCP's, or its contractor's,

negligence, unauthorized use or disclosure of FEMA survivor/registrant PII and/or Hidalgo County UCP's, or its contractor's, breach of its obligations under the ISAA.

- 20. PENALTIES.** Hidalgo County UCP understands that if it or one of its employee/agents willfully discloses any such PII to a third party not authorized to receive it, FEMA will revoke Hidalgo County UCP's access to FEMA PII.

APPROVED BY:

**DEPARTMENT OF HOMELAND SECURITY / FEDERAL EMERGENCY
MANAGEMENT AGENCY**

Traci L Brasher
Recovery Division Director
FEMA R6

Date

HIDALGO COUNTY UCP

Diana R. Serna
Director
Hidalgo County Urban County Program

Date