

This agreement between the **American National Red Cross** ("Red Cross") and the Williamson County ("AUTHORIZED DATA RECIPIENT") establishes the terms and conditions under which the Red Cross will share client data with AUTHORIZED DATA RECIPIENT in its capacity as the entity that ensures disaster-impacted residents are connected with recovery assistance for the July 2025 Texas floods to advance the parties' shared mission of providing disaster relief and recovery assistance to individuals and families affected by the disaster.

- 1. <u>Purpose</u>. AUTHORIZED DATA RECIPIENT wishes to use Red Cross data regarding clients who have sought assistance from the Red Cross ("Client Data") to enhance and streamline the AUTHORIZED DATA RECIPIENT's efforts to help individuals and families to resolve barriers and navigate disaster recovery. Specifically, the Client Data will help AUTHORIZED DATA RECIPIENT to provide or coordinate services to an individual (hereinafter "Purpose").
- 2. <u>Client Data</u>. The Red Cross will provide the following data, where collected, filtered by status regarding clients who have consented to the sharing of their information:
 - a. Name
 - b. Pre-disaster address (including street number, street, city, and zip code)
 - c. Email address
 - d. Phone number
 - e. Number of household members
 - f. Ages (household members)
 - g. Pre-disaster living situation
 - h. Income range
 - i. Primary language
 - j. Race and Ethnicity
 - k. Military affiliation
 - I. FEMA ID
 - m. Type of insurance
 - n. Missing documents
 - o. Disaster related job loss or job-Related needs
 - p. Transportation needs
 - q. Food security
 - r. Need for health or mental health services
 - s. Other barriers to recovery
 - t. Damage classification
 - u. Housing need
 - v. "If yes [to do you know the condition of your home], please provide further details"
 - w. Willingness to relocate (including housing search information).
 - x. Assistance provided

- 3. <u>Confidentiality</u>. AUTHORIZED DATA RECIPIENT will respect and protect the confidentiality of the Client Data. This means that AUTHORIZED DATA RECIPIENT will
 - a. use appropriate technical, physical, and administrative safeguards to protect the Client Data from unauthorized access and use;
 - b. restrict access to the Client Data to Authorized Users (defined below);
 - not disclose, make public, or share the Client Data with any person or entity that is not an Authorized User without express, written permission from the Red Cross or the data subject; and
 - d. use the Client Data only for the Purpose and not for anything else.
- 4. Authorized User. "Authorized User" means
 - a. AUTHORIZED DATA RECIPIENT'S workers who need access to perform job duties directly related to the Purpose;
 - b. Third-party entities that are members Williamson County if the third-party entity has signed a confidentiality agreement that is the same as this agreement in all material respects, and if the third-party entity has agreed to use the Client Data only for the Purpose; and
 - c. Employees and volunteers of entities described in (b) who need access to perform job duties directly related to the Purpose.
 - d. A condition of being an Authorized User is to complete training on the duties of confidentiality and data security described herein.
- 5. <u>No guaranty or warranty</u>. The Red Cross does not warrant or guarantee the accuracy of the Client Data and is not responsible to the AUTHORIZED DATA RECIPIENT or anyone else for any inaccuracies or omissions.
- 6. <u>Data security incidents</u>. In the event of a breach, suspected breach, or incident that compromises the security, integrity or confidentiality of the Client Data, AUTHORIZED DATA RECIPIENT will promptly notify the Red Cross. AUTHORIZED DATA RECIPIENT will be responsible for any investigative, legal, or corrective action related to the incident. *In accordance with applicable law, the Red Cross shall have no responsibility or liability of any kind for any such breach, suspected breach, or incident, to the extent caused by, resulting from, or attributable to any act or omission of the AUTHORIZED DATA RECIPIENT or its employees, agents, contractors, or representatives.*
- 7. <u>Data Management Contacts</u>. All client information shared to the Authorized Recipient by the Red Cross will be shared by an authorized designee of the Authorized Recipient through an encrypted email file with separate email containing the password by <u>sads.ds@redcross.org</u>.

All information regarding clients shared by Authorized Recipient to the Red Cross will be shared to an authorized designee of the Red Cross through an encrypted email file with a separate password to sads.ds@redcross.org.

The Red Cross will provide bi-weekly data via an encrypted file. The Authorized Recipient will provide the Red Cross with confirmation on any client whose status has been resolved through their efforts or to the best of their knowledge. This and any other communication with the Red Cross regarding client information shall be directed to

Name: Sasha Christensen

Title: Disaster Case Management Supervisor

Phone: 361-739-4416

Email: Executive@helpinghandsgtx.org

Any other communication with the Authorized Recipient regarding the client information shall be directed to the following:

County Emergency Management Coordinator

Name: Bruce Clements

Email: <u>Bruce.Clements@wilcotx.gov</u> Phone Number: 512-591-4973

- 8. No Waiver of Sovereign Immunity. Nothing in this agreement shall be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.
- 9. Venue and Applicable Law. Venue of this agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.
- 10. Effective Date, Term. The Effective Date of this agreement is the date of the last signature below. The term of this agreement is three months from signing. This agreement may be terminated by either party for any reason or for convenience by giving written notice, with no liability or penalty. AUTHORIZED DATA RECIPIENT's duties in paragraphs 3 and 6 will survive termination.

THE AMERICAN NATIONAL RED CROSS		COUNTY
_{By:} Brad	Digitally signed by Brad Kieserman	Ву:
Kiesermar	Date: 2025.08.05 18:53:19 -04'00'	Name: Steve Snell
Title:		Title:Williamson County Judge
Date:		Date: