

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

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

AND

FORT BEND COUNTY, TEXAS

FOR FEMA-4332-DR-TX

- 1. INTRODUCTION AND PURPOSE.** The U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and Fort Bend County, Texas (FBC) voluntarily enter into this Information Sharing Access Agreement (ISAA). 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 FBC in order to prevent duplication of benefits in determining disaster assistance eligibility issues for survivors/registrants in Fort Bend County, Texas.
- 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);
 - d. DHS/FEMA 008 - Disaster Recovery Assistance Files System of Records (DRA), 78 Fed. Reg. 25,282 (Apr. 30, 2013) (DRA SORN); and DHS/FEMA 009-Hazard Mitigation, Disaster Public Assistance, and Disaster Loan Programs System of Records (DRA) 79 Fed. Reg. 16015 (March 24, 2014)
 - e. FEMA Recovery Policy 9420.1, “Secure Data Sharing” (Sept. 9, 2013).

3. BACKGROUND

- a. The President declared a Major Disaster under the Stafford Act for the State of State of Texas on August 25, 2017 as a result of Hurricane Harvey.

- b. This declaration, numbered FEMA-4332-DR-TX, authorizes 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 Disaster Recovery Assistance System of Records Notice (DRA SORN).
- d. As authorized by the routine use provision of the Privacy Act, 5 U.S.C. § 552a(b)(3), FEMA may disclose survivor/registrant PII with certain voluntary organizations, long term recovery committees, and tribal and local governments in order to provide additional/unmet needs to eligible, ineligible, or partially eligible survivor/registrants pursuant to routine uses (H)(2) and (H)(3) of the DRA SORN.
- e. FBC certifies that it has a disaster assistance program to address additional/unmet disaster-related needs of survivors and is actively involved in the recovery efforts of Hurricane Harvey pursuant to FEMA-4332-DR-TX.

4. RESPONSIBILITIES.

- a. FEMA's responsibilities under this ISAA are as follows:
 - i. Share with FBC the disaster survivor/registrant PII pursuant to routine use (H)(1)(2) and (3) of the DRA SORN for FEMA-4332-DR-TX.
 - (1) The survivor/registrant PII and its associated elements are as follows: names, addresses, phone numbers, amounts received, award types, Small Business Administration (SBA) loan status, and inspected loss amount.
 - (2) The survivor/registrant PII and its associated information may be categorized according to the following
 - Survivor/registrants email address;
 - Survivor/registrants that have homeowners' insurance coverage;
 - Survivor/registrants that have flood insurance coverage;
 - Survivor/registrants that indicated an access/functional needs;
 - Survivors/registrants that have received maximum amounts;
 - Survivor/registrants that received rental assistance; and

Survivor/registrants that are receiving or received Transitional Housing Assistance (TSA)
Survivor/registrants that are receiving Partial Repair and Essential Power for Sheltering (PREPS) assistance.

- ii. Share with FBC additional disaster survivor/registrant PII data elements pursuant to routine use (H)(2) of the DRA SORN for FEMA-4332-DR-TX upon receipt of a request from FBC containing the following data elements associated with individual survivor/registrants:
 - Name;
 - Date of birth;
 - FEMA registration/application number;
 - Damaged dwelling address (or geospatial location of dwelling);
 - Type of tangible assistance being offered, and the type of verification used.
 - iii. Transmit the survivor/registrant PII and related information listed in paragraph 4(a)(i)(1) and (2) to FBC via a password protected .pdf or excel spreadsheet file.
 - (1) FEMA will provide the necessary password to FBC's designated points of contact (POCs) identified below upon execution of this ISAA;
 - (2) FBC is permitted to have a total of up to four POCs under this ISAA;
 - iv. FEMA shall ensure that survivor/registrant PII is accurate, complete, and up-to-date as necessary in order FBC to provide additional/unmet needs effectively and/or to prevent the duplication of benefits.
- b. FBC's responsibilities under this ISAA are as follows:
- i. Use and maintain the FEMA survivor/registrant PII under this ISAA only to provide additional/unmet disaster related needs to FEMA survivor/registrants, and/or prevent the duplication of benefits;
 - ii. 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, and store this information only in places and in a manner that is safe from access by unauthorized persons or for unauthorized use;
 - iii. Limit access to survivor/registrant PII provided by FEMA only to FBC personnel, or those named personnel who are administering disaster assistance to survivor/registrants on behalf of FBC. This includes all entities and individuals listed in Appendix A, if any. FBC will not disclose survivor/registrant PII provided by FEMA to outside third parties

(those not specifically listed as points of contact pursuant to this agreement) without the express consent of FEMA or the survivor/registrant(s) to whom the PII pertains;

- iv. Ensure that its personnel with access to any FEMA survivor/registrant PII provided under this ISAA have completed Federal Information Disclosure Act training, and understand survivor/registrant PII protection responsibilities;
- v. In the event of a breach of this ISAA or any exposure, unauthorized release, or misuse of survivor/registrant PII shared under the provisions of this ISAA, FBC will immediately report the incident to the FEMA Privacy Officer at (202) 212-5100 or FEMA-Privacy@fema.dhs.gov.
- vi. FBC shall return to FEMA or destroy FEMA survivor/registrant PII when it is no longer needed, or within one year of receipt, whichever is sooner.

1. POINTS OF CONTACT.

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

Name	Debora Spencer
Title	Information Management Group Supervisor
Phone	(225) 916-0161
E-mail Address	Debora.Spencer@fema.dhs.gov

- b. FBC points of contact are as follows:

Name	Jeff D. Braun
Title	Emergency Management Coordinator, FBC
Phone	281-342-6185
E-mail Address	jeff.braun@fortbendcountytexas.gov

Name	Caroline Egan
Title	Disaster Recovery Manager, FBC
Phone	281-342-6185
E-mail Address	caroline.egan@fortbendcountytexas.gov

Name	Mary Vazquez
Title	Director of Community Impact, LTRG
Phone	713-685-2455
E-mail Address	mvazquez@unitedwayhouston.org

Name	Terri Stuart
Title	Manager, United Way Fort Bend Center
Phone	281-207-2309
E-mail Address	tstuart@unitedwayhouston.org

2. **SEVERABILITY.** Nothing in this ISAA is intended to conflict with current law or regulation or the directives of 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.
3. **NO PRIVATE RIGHT.** This ISAA is an internal agreement between FEMA and FBC. 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.
4. **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.
5. **ISSUE RESOLUTION.** FEMA and FBC 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.
6. **ENTIRE AGREEMENT.** This ISAA constitutes the entire agreement between the parties with regard to information sharing.
7. **MODIFICATION.** This ISAA may be modified upon the mutual written consent of the parties.
8. **EFFECTIVE DATE, DURATION AND TERMINATION.** This ISAA will become effective upon the signature of both parties and will remain in effect for three years. However, FEMA will only provide the information identified in paragraph 4(a)(i) and (ii) for the disaster period of assistance as defined in 44 C.F.R. §206.110(e), plus 90 days to address any appeals under 44 C.F.R. § 206.115(f). Either party may terminate this agreement upon written notice to the other party.
9. **PENALTIES.** The Privacy Act provides for criminal penalties for the unauthorized disclosure of Privacy Act protected information to unauthorized third parties. The FBC 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 FBC's access to FEMA PII and Federal Information Disclosure Act, "FIDA," and penalties may apply. 5 U.S.C. § 552a(i).

APPROVED BY:

FEDERAL EMERGENCY MANAGEMENT AGENCY

Kevin L Hannes
Federal Coordinating Officer/Disaster Recovery Manager

Date

FORT BEND COUNTY, TEXAS

Robert Hebert
Fort Bend County Judge

Date