

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

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

AND

**Fort Bend County, Homeland Security and Emergency Management
(HSEM)**

**FOR FEMA MAJOR DISASTER DECLARATION DR 4269 TX, DR 4272 TX, DR
4332 TX**

1. INTRODUCTION AND PURPOSE.

The U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and the Fort Bend County, HSEM 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 the Fort Bend County, HSEM in order for Fort Bend County to conduct duplication of benefits checks in its disaster assistance program (property acquisition grants) of survivors/registrants who registered for assistance in Fort Bend County designated for Individual Assistance in DR 4269 TX, DR 4272 TX, DR 4332 TX.

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 78 Fed. Reg. 25282 (Apr. 30, 2013).

3. BACKGROUND

- a. The President declared a Major Disaster under the Stafford Act for the State of Texas on April 25, 2016 as a result of Severe Storms and Flooding for DR 4269, June 11, 2016 as a result of Severe Storms and Flooding for DR 4272, and August 25, 2017 as a result of Hurricane Harvey for DR 4332.
- b. These declarations, DR 4269 TX, DR 4272 TX, DR 4332 TX, authorize 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 Mitigation SORN.
- d. As authorized by the routine provision of the Privacy Act, 5 U.S.C. § 552a(b)(3), FEMA may disclose survivor/registrant PII to other federal agencies, and agencies of states, tribal, and local governments who have programs that make available any disaster assistance to individuals and households and/or give preference of priority to disaster applicants, pursuant to Routine Use (H)(1) of the DRA SORN.
- e. Fort Bend County, HSEM certifies that it has a disaster assistance program that makes available mitigation grant programs to disaster applicants relating to the recovery efforts of DR 4269 TX, DR 4272 TX, DR 4332 TX.

4. DEFINITIONS.

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

- a. **BREACH.** A privacy incident, involving PII that is in the possession and/or control of the Fort Bend County, HSEM or any entity with which the Fort Bend County, HSEM 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 part of the Fort Bend County, HSEM and/or aforementioned entities.
- 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; and/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 identity 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 the Fort Bend County, HSEM the following disaster survivor/registrant PII requested pursuant to Routine Use (H)(1) of the Disaster Recovery Assistance Files SORN;
 - 1. Disaster Number
 - 2. Applicant Name (first and last)
 - 3. Damaged Property Address

4. Real Property FEMA Verified Loss
 5. Housing Assistance (HA) received total
 6. Other Needs Assistance (ONA) received total
 7. Small Business Administration loan status
- ii. Transmit the survivor/registrant PII and related information listed in paragraph 5(a)(1) to the Fort Bend County, HSEM via a secure information technology (IT) portal, interface or transfer tool;
- iii. FEMA will work to establish online or real-time access to the relevant data; but, if FEMA cannot provide such access or if access is delayed, FEMA will provide the Fort Bend County, HSEM 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. The Fort Bend County, HSEM's responsibilities under this ISAA are as follows:

- i. Provide to FEMA the addresses of applicants for property acquisition grants;
- ii. Use and maintain the FEMA survivor/registrant PII under this ISAA only to administer a program that makes available disaster assistance to individuals;
- iii. 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;
- iv. Employ appropriate technical, physical, and administrative safeguards to secure any and all FEMA survivor/registrant PII shared under the provisions of this ISAA PII, 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;
- v. Limit access to survivor/registrant PII provided by FEMA only to the Fort Bend County, HSEM personnel who are administering

disaster assistance to survivor/registrants on behalf of the Fort Bend County, HSEM. This includes all entities and individuals listed in paragraph 6 as points of contact;

- vi. The Fort Bend County, HSEM 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;
- vii. The Fort Bend County, HSEM is permitted to have a total of 4 (four) POCs under this ISAA;
- viii. 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;
- ix. The Fort Bend County, HSEM understands the personal and confidential nature of the survivor/registrant PII and agrees that it and all entities listed in Appendix A shall comply with all applicable laws, regulations, policies, and provisions of this Agreement to protect the confidentiality of survivor/registrant PII. The Fort Bend County, HSEM understands that it and all entities listed in Appendix A are responsible for any privacy incidents concerning survivor/registrant PII while in the possession and/or control of the State and aforementioned entities;
- x. Fort Bend County, HSEM shall 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 Heather Brazeau
Title IA Information Management Group Supervisor
Phone 940-293-5528
E-mail Address Heather.Brazeau@fema.dhs.gov

b. Fort Bend County, HSEM points of contact are as follows:

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

Name Mark Flathouse
Title Emergency Management Coordinator
Phone 281-238-1500
E-mail Address mark.flathouse@fortbendcountytexas.gov

c. Jeff S. Ward & Associates points of contact are as follows:

Name Jeff Ward
Title President
Phone 703-777-7076
E-mail Address jswal@outlook.com

Name Kristin Thatcher
Title Associate
Phone 540-668-6940
E-mail Address kthatcher@rstarmail.com

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 the Fort Bend County, HSEM. 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 the Fort Bend County, HSEM 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 Fort Bend County, HSEM utilizes a contractor in connection with its performance of its obligations under the ISAA and Fort Bend County, HSEM provides such contractor with access to FEMA survivor/registrant PII, Fort Bend County, HSEM shall provide FEMA with prompt notice of the identity 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 Fort Bend County, HSEM in connection with Fort Bend County, HSEM'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 Fort Bend County, HSEM.
- 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 Fort Bend County, HSEM obtains from FEMA ceases to be required by Fort Bend County, HSEM for the performance of the purpose under the ISAA, or upon termination of the ISAA, whichever occurs first, Fort Bend County, HSEM 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 Fort Bend County, HSEM's possession or control, and certify 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 Fort Bend County, HSEM, 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, Fort Bend County, HSEM 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 Fort Bend County, HSEM in order to diagnose, mitigate and manage the privacy incident. Fort Bend County, HSEM will be responsible for carrying out all necessary measures to remedy the effects of the privacy incident.
- 19. INDEMNIFICATION.** Fort Bend County, HSEM shall bear all costs, losses and damages to the extent resulting from Fort Bend County, HSEM's breach of the ISAA. Fort Bend County, HSEM 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 Fort Bend County, HSEM's, or its contractor's, negligence, unauthorized use or disclosure of FEMA survivor/registrant PII and/or Fort Bend County, HSEM's, or its contractor's, breach of its obligations under the ISAA. Fort Bend County, HSEM shall inform all of its principals, officers, employees, agents and contractors assigned to handling FEMA survivor/registrant PII under the ISAA of the obligations contained in the ISAA.
- 20. PENALTIES.** Fort Bend County, HSEM 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 the Fort Bend County, HSEM's access to FEMA PII.

APPROVED BY:

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

Traci L Brasher
Division Director
Recovery, Region 6
FEMA


Date

**FORT BEND COUNTY, HOMELAND SECURITY AND EMERGENCY
MANAGEMENT**

K.P. George
County Judge
Fort Bend County

Date

JEFF S. WARD & ASSOCIATES



Jeff S. Ward
President
Jeff S. Ward & Associates

4/20/21

Date

APPENDIX A

USE OF CONTRACTOR WITH ACCESS TO FEMA PII

Contractor/Agent	Primary POC	Phone Number	Email	Role
Jeff S. Ward & Associates	Jeff Ward, president	703-777-7076	jswal@outlook.com	Jeff S. Ward & Associate is the grant administrator for Fort Bend County's HMGP grants and is the organization conducting the duplication of benefits process on behalf of the County.
	Kristen Thatcher, associate	540-668-6940	kthatcher@rstarmail.com	