



MEMORANDUM OF UNDERSTANDING (MOU)

Between

PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)
CDBG-DR PROGRAM

And

HABITAT FOR HUMANITY INTERNATIONAL PR, LLC

And

HABITAT FOR HUMANITY OF PUERTO RICO, INC.



THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into in San Juan, Puerto Rico, this 8 of March, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "**PRDOH**"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 *et seq.*, known as the Department of Housing Organic Act with principal offices at 606 Barbosa Avenue, Juan. C. Cordero Dávila Building, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as PRDOH Secretary; **HABITAT FOR HUMANITY INTERNATIONAL PR, LLC**, a non-profit limited liability company organized under the laws of Puerto Rico, registered in the Puerto Rico Department of State under number 408761, herein represented by Kevin Campbell, in his capacity as Director – US Long Term Disaster Recovery, of legal age, married and resident of Raleigh, North Carolina, (hereinafter, "**HFHIPR**"); and **HABITAT FOR HUMANITY OF PUERTO RICO, INC.**, a non-profit entity organized under the laws of Puerto Rico, registered in the Puerto Rico Department of State under number 26192, herein represented by Amanda Silva Adair, in her capacity as Executive Director, of legal age, married and resident of San Juan, Puerto Rico, (hereinafter "**HFHPR**"). HFHIPR and HFHPR shall be referred to collectively, for purposes of this Agreement, as **HABITAT**.

WHEREAS, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island wide damage, knocking out power, water, and telecommunications for the entire Island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses, and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

WHEREAS, under various public laws, the United States Congress appropriated disaster recovery and mitigation funds for the recovery of Puerto Rico,

WHEREAS, the PRDOH was designated as the grantee for the CDBG-DR and CDBG-MIT funds allocated to Puerto Rico through the United States Department of Housing and Urban Development.

WHEREAS, as per Habitat's request, it is the PRDOH's intention to enter into a Memorandum of Understanding (**MOU**) with Habitat to establish procedures by which PRDOH may exchange data, subject to the Personally Identifiable Information, Confidentiality, and Nondisclosure Policy (**PII Policy**), with Habitat.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and Habitat agree as follows:

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A. PRDOH shall:

1. Provide the information listed in Table 1, regarding R3 Program ineligible applicants that reside in the following Municipalities:
 1. Bayamón
 2. San Juan
 3. Loíza
 4. Caguas
 5. Yabucoa
 6. Juncos
 7. Santa Isabel
 8. Salinas
 9. Guayama
 10. Arroyo
 11. Patillas
 12. Adjuntas
 13. Utuado
 14. Jayuya
 15. Morovis
 16. Orocovis
 17. Corozal
 18. Naranjito
 19. Barranquitas
 20. Comerío
 21. Cidra
 22. Aibonito
 23. Cayey
 24. Aguas Buenas
 25. Toa Baja
 26. Canóvanas
2. Provide available geographical and socioeconomic details of the affected communities', as well as relevant studies, such as:
 - Georeferenced data under the Geographic Information System (**GIS**) such as geographical boundaries, neighborhoods, sectors, shape files, etc.
 - Most recent GIS information from the Municipal Revenue Collection Center (**CRIM**, for its Spanish acronym).

- Recent demographic studies that include information from the last official census.
 - Values Review Report issued by CRIM for the Municipalities every three (3) years.
3. Provide access to data, maps and plans for the six hundred and ten (610) plots developed under Puerto Rico Act 26-1941.
 4. Coordinate with other agencies the possibility of extending the exemption of permits granted for the Planning Board to the R3 Program to Habitat's Recovery of Puerto Rico Program.
 5. Coordinate a communications plan with Habitat, including but not limited to, having access to a space on social networks and websites of PRDOH. This does not include access to any social network or website of the CDBG-DR Program, since these are for the exclusive use of the CDBG-DR Program.
 6. Provide a point of contact person to facilitate communication between Habitat and PRDOH.

Table 1. (The data will be in excel format)

Case ID	Physical Address	Mailing Address	Email	Coordinates of the property affected by Hurricanes Irma and/or María

B. Habitat shall:

1. Maintain the confidentiality of the information as stated in this MOU and the PII Policy.
2. Only share the information provided by PRDOH with the specific staff who have a "need to know" over the information.
3. Coordinate the referral of the applicants and keep PRDOH updated on status and project information.
4. Investigate the relevant plots and share findings with PRDOH.
5. Provide a point of contact person to facilitate communication between PRDOH and Habitat.

C. HFHPR and HFHPR, individually, shall:

HFHPR:

1. Develop a work plan with PRDOH.
2. Investigate plots and share findings with PRDOH.
3. Coordinate referral of applicants to the different Programs.
4. Provide PRDOH all the necessary information related to the Home Repair Program to carry out any necessary coordination with other agencies.
5. Share with PRDOH research findings regarding the different programs of the organization.
6. Coordinate a communications plan with PRDOH.

HFHPR:

1. Develop a work plan with PRDOH.
2. Coordinate referral of applicants to the different Programs.
3. Provide PRDOH with the necessary information related to the projects of rehabilitation and new construction.
4. Coordinate a communications plan with PRDOH.

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III. POINTS OF CONTACTS (POC)

PRDOH	HABITAT
Joeni Liz Camacho-Luciano, RA, CAAPPR Deputy Director CDBG-DR Housing Grant Management 606 Barbosa Ave. San Juan, P.R. 00918 (787) 274-2527 jlcamacho@vivienda.pr.gov	Raphael Osuna Segarra, Assoc. AIA Associate Director HFHIPR, LLC 704 Calle Jordán San Juan, P.R. 00909 (787) 379-8275 rosuna@habitat.org

IV. TERM, TERMINATION AND AMENDMENT

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- A. This Agreement will take effect when signed by both parties and continue for **twelve (12) months**, ending on 1 of March 2023 unless sooner terminated. This Agreement shall not be automatically renewed.

B. The parties, upon written mutual consent, may amend the Agreement to, among other things, include additional Municipalities.

V. PROTECTION OF DATA

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- A. Any data obtained from the other party may only be used for the purpose established in this MOU. All personal and confidential information provided by PRDOH pursuant to this Agreement belongs to, and will remain the property of PRDOH. Both parties agree to strictly control the use and retention of any personal and confidential information provided by the other party so that only those personnel who have a need to know have access to such material. No further dissemination or use of the data provided by PRDOH is authorized without written permission from PRDOH.

B. Habitat will refer those who request personal and confidential information provided by PRDOH to the PRDOH point of contact named in this Agreement. Each party's responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement

C. Both parties agree that information will be transmitted in a secure manner to protect sensitive and personally identifiable information (PII). Both parties agree that there will not be computer matching.

VI. GENERAL TERMS AND CONDITIONS

- A. PII refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Non-PII can become PII when, together with additional information that has been publicly available (medium or source notwithstanding), could be used to identify an individual. 2 C.F.R. § 200.79.

B. PII should only be used to direct the objectives of the R3 Program. PII must not be used for political purposes.

C. All records and data will be subject to existing federal and state record retention requirements, such as the CDBG-DR Program PII Policy. The PII Policy can be found in **English** at <https://cdbg-dr.pr.gov/en/download/personally-identifiable-information-confidentiality-and-nondisclosure-policy/> and **Spanish** at

<https://cdbg-dr.pr.gov/download/politica-sobre-informacion-de-identificacion-personal-confidencialidad-y-no-divulgacion/>.

- D. Access credentials should not be shared with unauthorized personnel or employees of the CDBG-DR Program or Habitat.
- E. Habitat employees and/or individuals who will handle or have access to personally identifiable information shall be instructed as to the confidential nature of the information and the criminal or civil repercussions they may face for mishandling sensitive or protected information.
- F. Habitat employees and/or individuals who will handle or have access to personally identifiable information shall complete the PII Training available in the following link https://www.dhs.gov/xlibrary/privacy_training/index.htm. Written confirmation of PII Training completion shall be sent to the PRDOH POC identified in this MOU, before the information is shared.
- G. Habitat shall employ appropriate technical, physical, and administrative security measures to protect personally identifiable information.
- H. Habitat shall prohibit the disclosure of personally identifiable information to third parties without written consent of the applicant.
- I. Habitat shall ensure that individuals with access to personally identifiable information understand what protection of personally identifiable information entails.
- J. In the event of a suspected or actual security-related incident, a Security Incident Notice must be issued **immediately** and sent to the PRDOH CDBG-DR Program Legal Director at LegalCDBG@vivienda.pr.gov.
- K. Habitat shall ensure that all employees/contractors/agents/consultants who have access to personally identifiable information comply with the CDBG-DR Program PII Policy and with the requirements and regulations included in Part 200 of Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200).
- L. PRDOH and Habitat further recognize that the shared information is subject to the rights of audit and inspection of various federal and state agencies and the disclosure of such information may be required by law.
- M. Nothing in this Agreement is intended to conflict with current law(s), regulation(s), or the directives of PRDOH. If a provision in this Agreement is found to be inconsistent with such authority, then that provision shall be reviewed and modified or annulled as agreed to by PRDOH and Habitat in writing, but the remaining provisions of this Agreement shall remain in force and effect unless otherwise noted.
- N. Habitat, as recipient of the PII, shall hold harmless, defend and indemnify the Government of Puerto Rico, PRDOH and the U.S. Department of Housing from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
- O. Habitat acknowledges and agrees that a breach of the terms of this Section will cause PRDOH and applicants to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. Habitat further agrees that money damages may not be a sufficient remedy for

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any breach of this Section. Accordingly, Habitat agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity, or otherwise.

- P. The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to Habitat a **five (5) day** notice of termination, upon receipt of such notice, Habitat shall immediately discontinue and cease all use of the PII. Furthermore, Habitat shall immediately proceed to return the PII to PRDOH and safely dispose any copy made to it, in any form, if necessary.
- Q. The parties hereby certify that in signing this MOU they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- R. This agreement will not lead to any fiscal impact to the parties. In addition, both parties recognize that this agreement does not impose any responsibility to financially compensate the other party under any circumstances. Any disbursement of funds that is deemed necessary to implement the objectives of this Agreement, will be individually incurred by each one of the parties and will be their own responsibility to bear.
- S. PRDOH is compelled to comply with Act Number 18 of October 30, 1975, as amended, which requires the registration of this MOU to the Office of the Comptroller of Puerto Rico within fifteen (15) days from the date of its execution.

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VI. SIGNATURE

The signatories below represent that they have the authority to make such commitments on behalf of their respective organizations.

PUERTO RICO DEPARTMENT OF HOUSING

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Mar 8, 2022 10:30 AST)

William O. Rodríguez Rodríguez, Esq.
Secretary
606 Barbosa Ave.
San Juan, PR 00918

HABITAT FOR HUMANITY INTERNATIONAL PR, LLC

Kevin Campbell
Kevin Campbell (Mar 4, 2022 11:09 AST)

Kevin Campbell
Director – US Long Term Disaster Recovery
Metro Office Park #7, St. 1 Suite 204
Guaynabo, PR 00968

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HABITAT FOR HUMANITY OF PUERTO RICO, INC.

Amanda Silva
Amanda Silva (Mar 4, 2022 17:13 AST)

Amanda Silva Adair
Executive Director
1357 Ave. Ashford PMB 135
San Juan, PR 00907

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MOU Information Sharing- Habitat

Final Audit Report

2022-03-08

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