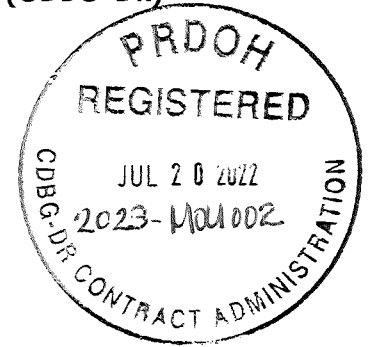




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND THE
PUERTO RICO DEPARTMENT OF HEALTH**



THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into in San Juan, Puerto Rico, this 19 of July, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "**PRDOH**"), a public agency created under Act No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, represented herein by its Secretary, William O. Rodríguez Rodríguez, attorney, of legal age, single and resident of San Juan Puerto Rico; and the **PUERTO RICO DEPARTMENT OF HEALTH** (hereinafter, the "**PRDH**"), a government entity created under Article IV, Sections five (5) and six (6), of the Commonwealth of Puerto Rico Constitution and under Act No. 81 of March 14, 1912, as amended, represented herein by its Secretary, Carlos Mellado López, of legal age, married and resident of San Juan, Puerto Rico; collectively "**the Parties**".

WHEREAS, Puerto Rico is frequently impacted by natural disasters and extreme weather events including hurricanes, earthquakes, landslides, and flooding, resulting in severe impacts to the residents of Puerto Rico, such as the loss of life and property;

WHEREAS, in 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, and damaging homes, businesses, and government facilities, thereby triggering the displacement of thousands of residents from their homes and jobs;

WHEREAS, the increasing need for precise and detailed spatial data demands heightened levels of information coordination and data sharing among state agencies, municipalities, and other stakeholders;

WHEREAS, under various public laws, the United States Congress allocated to Puerto Rico both Community Development Block Grant - Disaster Recovery (**CDBG-DR**) and Mitigation (**CDBG-MIT**) funds;

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 (**HUD**);

WHEREAS, the CDBG-DR and CDBG-MIT Action Plans establish programs that rely on information, databases, and geodatabases related to the economic activity of the service sector in Puerto Rico;

WHEREAS, the GeoFrame Program seeks to create a comprehensive dataset that ensures that real estate properties and healthcare facilities in Puerto are correctly permitted, planned, inspected, insured and viewable to all municipalities.

WHEREAS, emergency response, disaster recovery, and mitigation of future shocks and stressors depend on a comprehensive Spatial Data Infrastructure which is founded on accurate, up-to-date land use and cadastral datasets, which support data-driven decision-making, and which promote a deeper understanding by citizens, local government, state and federal agencies, institutions of higher education, and private and not-for-profit organizations of the strengths, weaknesses, opportunities, and threats posed by the geospatial landscape;

WHEREAS, PRDOH is in need of data related to the health infrastructure and public assets, health service providers, and geospatial data that facilitated the provision of services and use of federal funds associated with the disaster recovery, environmental and cost-effective analysis of the different CDBG-DR Programs;

WHEREAS, the GeoFrame Program has a need for data from the PRDH database related to the infrastructure of health service providers including, but not limited to, Hospitals, and Diagnostic and Treatment Centers (**CDT**, for its Spanish acronym);

WHEREAS, it is the PRDOH's intention to enter into a Memorandum of Understanding (**MOU**) with the PRDH to establish a common ground agenda and procedures in which the PRDH and the PRDOH may exchange data;

WHEREAS, the exchange of this information is important for CDBG-DR Programs such as the City Revitalization Program (**CRP**), Home Repair, Reconstruction or Relocation Program (**R3 Program**), Municipal Recovery Planning (**MRP**) Program, Whole Community Resilience Planning (**WCRP**) Program and the Puerto Rico Geospatial Framework (**GeoFrame**) Program, among other Programs identified in the CDBG-DR Action Plan, as well as programs identified in the CDBG-MIT Action Plan.

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

SECTION 1: INTRODUCTION

The CDBG-DR Program is a Federal Program that provides grants to help cities, counties, and States recover from a Presidentially declared disaster, especially in low-income areas, subject to the availability of supplemental appropriations.

The purpose of the PRDOH CDBG-DR Program is to address unmet recovery needs of the Government of Puerto Rico after the disaster caused by Hurricanes Irma and María. The CDBG-DR funds are available for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the "most impacted and distressed areas" resulting from the major disaster declarations.

SECTION 2: AGREEMENT

The data shared as a result of this Agreement shall be used by each party for the purposes stated herein and shall be subject to all applicable local, state, and federal rules, regulations, and guidelines.

The data shared is intended to address unmet recovery needs of the Commonwealth of Puerto Rico after the effects of Hurricanes Irma and María or to support the identification of mitigation activities as described under the CDBG-MIT Action Plan.

Specifically, the data provided to PRDOH may be made available to the CDBG-DR and CDBG-MIT Grant Management Entity or to outside entities in raw or aggregated format through the CDBG-DR or CDBG-MIT Programs.


The GeoFrame Program is intended to result in a unified, georeferenced land use and cadastral database and spatial data infrastructure, aimed at supporting Puerto Rico's growth towards a Spatially Enabled Society (SES). This will be achieved by (i) developing a foundation of high-quality, geo-referenced data and (ii) establishing an infrastructure of people, policies, software, hardware, and systems that will allow citizens to access and use spatial data to enable evidence-based decision-making.

The R3 Program is intended to provide relief for those individuals and families whose households were impacted by Hurricanes Irma and María and have unmet housing needs to affirmatively further fair housing.


SECTION 3: ROLES

The following parties shall adhere to the agreed-upon and below described activities:

A. PRDOH shall:

- 
1. Ensure that all terms in this Agreement, as well as local, state, and federal laws, rules, regulations, policies, and guidelines, are complied with, especially those associated with legal conditions imposed in the protection and use of Personally Identifiable Information (**PII**).
 2. Maintain the confidentiality of the PII information provided by PRDH.
 3. Ensure that the information, records, and data are shared according to the written direction of the Nominating Authority as identified in this Agreement.
 4. Provide a Point of Contact (**POC**) person to facilitate communication and data transfer between **PRDH** and **PRDOH**.

B. PRDH shall:

- 
1. Ensure that all terms of this Agreement as well as local, state, and federal laws, rules, regulations, policies, and guidelines, are complied with, especially those associated with legal conditions imposed in the protection and use of PII.
 2. Ensure that all information, records, and data are shared according to the written direction of the Nominating Authority as identified in this Agreement.
 3. Provide a POC person to facilitate communication and data transfer between PRDH and PRDOH.
 4. Provide to PRDOH, applying the leading practices concerning databases and GIS database synchronization for data transfer, the PRDH GIS databases and the information related to the Health Services provision which pertains to the following datasets, subject to its availability:
 - a. Hospitals
 - i. Administrator or POC contact information:
 1. Phone number.
 2. Email.

- ii. Hospital physical address.
- iii. Postal address.
- iv. # Beds.
- v. # ICU.
- vi. Specialization.
- vii. # Employees.
- viii. Backup power plant.
 - 1. Diesel capacity (gals.)
- ix. Water Reservoir
 - 1. Capacity (gals)
- x. Location
 - 1. Longitude.
 - 2. Latitude.

b. Centers for Diagnosis and Treatment.

- i. POC Name
 - 1. Phone Number.
 - 2. Email.
- ii. Physical Address.
- iii. Postal Address.
- iv. # Employees.
- v. Backup power plant.
 - 1. Diesel capacity (gals.)
- vi. Water Reservoir
 - 1. Capacity (gals)
- vii. Location
 - 1. Longitude.
 - 2. Latitude.

c. Center 330

- i. POC Name
 - 1. Phone Number.
 - 2. Email.
- ii. Physical Address.
- iii. Postal Address.
- iv. # Employees
- v. Backup power plant.
 - 1. Diesel capacity (gals.)
- vi. Water Reservoir
 - 1. Capacity (gals)
- vii. Location
 - 1. Longitude.
 - 2. Latitude.

d. Dialysis Center

- i. POC Name
 - 1. Phone Number.
 - 2. Email.
- ii. Physical Address.
- iii. Postal Address.
- iv. # Employees
- v. Backup power plant.
 - 1. Diesel capacity (gals.)
- vi. Water Reservoir.
 - 1. Capacity (gals)
- vii. Location
 - 1. Longitude.
 - 2. Latitude.

e. Mental Health Services Provider

- i. POC Name
 - 1. Phone Number.
 - 2. Email.
- ii. Physical Address.



- iii. Postal Address.
 - iv. # Employees
 - v. Location
 - 1. Longitude.
 - 2. Latitude.
- f. Blood Bank Center
- i. POC Name
 - 1. Phone Number.
 - 2. Email.
 - ii. Physical Address.
 - iii. Postal Address.
 - iv. Employees
 - v. Location
 - 1. Longitude.
 - 2. Latitude.
- g. Non-PRASA Communities
- i. System ID
 - ii. Location coordinates
 - 1. Latitude
 - 2. Longitude
 - iii. Population
 - iv. Maintenance Related Attributes
 - v. Status of Existing Certifications
- h. Certification provided by the PRDH as part of the building use inspection and permit process.
- i. Case or Event ID
 - ii. Inspection date
 - iii. Location coordinate
 - 1. Latitude
 - 2. Longitude
5. Provide PRDOH individual PII and its associated elements as follows:
- a. Names
 - b. Addresses
 - c. Phone numbers
 - d. Reported income
6. PRDH will support the PRDOH GeoFrame program carrying out collaboration activities that include:
- a. Program Support:**
 - Provide input in the development of the Spatial Data Infrastructure Strategic Plan.
 - Promote the Government adoption of the Spatial Data Infrastructure Strategic Plan delivered as an outcome of the Program component.
 - Participate in GeoFrame activities for duration of program.
 - b. Support for Outcomes:**
 - Create initial framework for Technical Standards.
 - Provide input on the creation of Geodatabase Standards.
 - Provide input on the creation of Data Collection, Metadata, and Security Standards.
 - Provide input to Gap Analysis.
 - Provide input to Geodatabase 1.0 [Interim].
 - Provide input to Geodatabase 2.0 [Final].
 - c. Provision of Data:**
 - Share PRDH Real Estate Management policies and regulations pertaining to health care facilities, permits, inspections, etc.

- Contribute to data collection with emphasis on Real Estate or Healthcare facilities owned, managed or regulated by PRDH.
- Contribute to data creation and integration with the defined SDI and the aspects related with public health and land use of building use permit process and certifications.

d. Legal and Regulatory Framework:

- Provide input on the Permit Process protocols.
- Adopt technical standards defined in Technical Standards Comprehensive Report.
- Review and provide input to data management protocols.
- Adopt data management protocols.
- Analyze existing legal and regulatory framework related with the real estate properties and/or healthcare facilities, the impacts to the real estate properties and building use permit process.
- Provide input on Public Health related certification process for food processing facilities and/or restaurants.
- Propose new laws, regulations, and/or protocols.
- Adopt Regulations.

SECTION 4: NOMINATING AUTHORITY

The following officials have been designated by each party as their authorized representatives and, as such, they have the authority to make final decisions related to the use, sharing, or distribution of data to the opposite party, as well as to ensure compliance with the responsibilities of each party under this Agreement.



PRDOH

William O. Rodríguez Rodríguez, Esq.
Secretary of PRDOH
PRDOH

Headquarters:
Juan C. Cordero Dávila Building
606 Barbosa Ave.
San Juan, PR 00918

787-274-2527 Ext. 6403
wrodriguez@vivienda.pr.gov

Postal address:
P.O. Box 21365
San Juan, PR 00928-1365



PRDH

Carlos Mellado López,
Secretary of PRDH
PRDH

Headquarters:
Centro Médico Norte
Calle Periferal Interior,
Bo. Monacillos Río Piedras, PR 00935

787-765-2929 Ext. 3406, 3999, 3305
dcarlos.mellado@salud.pr.gov

Postal address:
PO Box 70184
San Juan, PR 00936-0184

SECTION 5: POC for DATA TRANSFER PROCESS

The following parties shall be designated as the Points of Contact (POC's) responsible for the communication and facilitation of data transfer. The POC is not responsible for the interpretation of local, state, or federal rules, regulations, or guidelines, nor is the POC authorized to make decisions related to the use, sharing or distribution of data to the opposite party.

The parties named below are considered POC's until such time as those parties are no longer employed by their respective agencies. Upon termination of an employment contract by any party, the POC for this MOU reverts to the POC's

superior until a new Point of Contact is determined by the Secretary or Director of the relevant Agency. In that case, an amendment to this MOU shall follow.

PRDOH	PRDH
Carlos R. Olmedo, Esq., PLP Deputy Director Planning & Grant Management CDBG-DR Program - PRDOH	Pierina Ortiz, Esq. Executive Assistant Secretary Office PRDH
Headquarters: Juan C. Cordero Dávila Building 606 Barbosa Ave. San Juan, PR 00918	Headquarters: Centro Médico Norte Calle Periferial Interior, Bo. Monacillos Río Piedras, PR 00935
787-274-2527 Ext. 6607 colmedo@vivienda.pr.gov	787-765-2929 Ext. 3352 pierina.ortiz@salud.pr.gov
Postal address: P.O. Box 21365 San Juan, PR 00928-1365	Postal address: PO Box 70184 San Juan, PR 00936-0184

SECTION 6: TERM, TERMINATION AND AMENDMENT

- A. This Agreement will take effect when signed by both parties and continue for **five (5) years**, ending on 18 of July 2027, unless sooner terminated. This Agreement shall not be automatically renewed.
- B. This Agreement may only be amended upon written mutual consent of both parties.

SECTION 7: PROTECTION OF DATA and PII

- 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. All information, records and data will be subject to existing federal and state PII requirements, including but not limited to the CDBG-DR Program PII Policy and the requirements and regulations included in Part 200 of Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200). The PII Policy can be found in English and Spanish on the PRDOH website at <https://cdbg-dr.pr.gov/en/download/personally-identifiable-information-confidentiality-and-nondisclosure-policy/> and <https://cdbg-dr.pr.gov/download/politica-sobre-informacion-de-identificacion-personal-confidencialidad-y-no-divulgacion/>.
- C. Any data obtained from the other party may only be used for the purpose established in this MOU. Both parties agree to strictly control the use and retention of any confidential information provided by the other party so that only the personnel that have a need to know have access to such material. No further dissemination or use of data, provided under this Agreement, is authorized without written permission from both parties.

- D. PRDOH will refer those who request confidential information provided by PRDH to its POC named in this Agreement. Each party's responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement.
- E. Nothing in this Agreement is intended to conflict with current laws, regulations, guidelines, or the directives of PRDOH and PRDH. If a provision in this Agreement is found to be inconsistent with said authorities, it shall be reviewed and modified or annulled as agreed to by PRDOH and PRDH in writing, but the remaining provisions of this Agreement shall remain in full force and effect unless otherwise noted.
- F. Both parties agree that shall not be used for political purposes. PII should only be used to conduct the objectives of the CDBG-DR and CDBG-MIT Programs.
- G. Both parties agree that all information, records, and data will be transmitted in a secure manner to protect confidential and PII data. Both parties agree that there will not be computer matching of information, records, and data.
- H. The Puerto Rico Geospatial Framework Program could be matching physical location of land parcels with the transactional event and personal information of owners related to tenure, which is present on the tax forms. Both parties agree that any computer matching of information, records and data will be subject to existing federal and state PII requirements, including but not limited to 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).
- I. All information, records, and data, including PII, provided in accordance with this Agreement belongs to, and will remain the property of the author. Both parties agree to strictly control the use and retention of any PII provided by the other party so that access to such material is restricted to those personnel who have a need to know. No further dissemination or use of data, provided under this Agreement, is authorized without written permission from the relevant party.
- J. PRDH will not disclose PII provided by PRDOH with third parties.
- K. PRDOH can provide secure and controlled access of PRDH data to third parties acting on PRDOH's behalf as Grant Managers, subrecipients, consultants, contractors, or vendors, with the objective of achieving the goals established in the Action Plan for the use of CDBG-DR or CDBG-MIT funds. The above mentioned third parties are the following:
- a. Municipalities of the Commonwealth of Puerto Rico;
 - b. Home PR;
 - c. PRDOH CDBG-DR Contractors.
- L. All parties shall prohibit the disclosure of PII to third parties, except as stipulated in paragraph K, without written consent of the relevant agency. Requests for access to PII shall be referred to the Nominating Authority identified in this Agreement. Each party's responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement.
- M. Employees and/or individuals who will handle or have access to PII 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. Both parties shall ensure that all

employees/contractors/agents/consultants who have access to PII 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).

- N. Both parties agree that access credentials should not be shared with unauthorized personnel or employees of the PRDOH or the PRDH.
- O. Both parties shall employ appropriate technical, physical, and administrative security measures to protect PII and/or sensitive information.
- P. Both parties shall prohibit the disclosure of sensitive information to third parties not included in this Agreement.
- Q. 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 by e-mail to: LegalCDBG@vivienda.pr.gov; or by postal mail to: CDBG-DR Legal Division, P.O. Box 21365, San Juan, PR 00928-1365; or in person at PRDOH's Headquarters at: CDBG-DR Legal Division, 606 Barbosa Avenue, Juan C. Cordero Davila Building, Río Piedras, P.R. 00918.
- R. Both parties shall ensure that all employees/contractors/agents/consultants who have access to sensitive information comply with the requirements and regulations regarding the management of sensitive information.
- S. Both parties shall ensure that individuals with access to sensitive information complete privacy and security training workshops and understand what protection of sensitive information entails.
- T. The PRDOH and the PRDH 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.

SECTION 8: GENERAL TERMS


- A. Both Parties shall and hereby agree to hold harmless, defend and indemnify the other party and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of the other party in the performance of the efforts called for in this Agreement. This compensation shall expressly include, but is not limited to, the obligation to indemnify and reimburse for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the enforcement of this Agreement or any portion thereof against the Subrecipient or otherwise arising in connection with the Subrecipient's breach.
- B. Both parties acknowledge and agree that a breach of the terms of this MOU could cause relevant agencies and applicants to suffer irreparable damage that cannot to be remedied or compensated adequately only by mere monetary retribution. Both parties further agree that monetary damages may not be a sufficient remedy for any breach of this MOU. Accordingly, both parties agree that they shall have the right to seek injunctive relief and the specific performance of the provisions of this MOU

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 them by law, equity, or otherwise.


- C. Either party may terminate this Agreement, in whole or in part, at their sole discretion, with or without cause, at any time. The interested party can terminate this Agreement by presenting a **ten (10) day** notice of termination; upon receipt of such notice, the receiving party shall immediately discontinue and cease all use of PII.
- D. The parties hereby certify that by signing this MOU they are in compliance with Act No. 1-2012, as amended, 3 LPR.A. § 1854 *et. seq.*, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- E. 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.
- F. Both parties are compelled to comply with Act Number 18 of October 30, 1975, as amended, 2 LPR.A § 97 *et seq.*, known as Contract Registry Act, which requires the registration of this MOU to the Office of the Comptroller of Puerto Rico **within fifteen (15) calendar days** from the date of its execution.

SECTION 9: SIGNATURE


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

PRDOH


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

PRDH


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REVISADO POR:

14.07.2022
FECHA
OFICINA
ASESORES LEGALES