



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

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

**INFORMATION SHARING ACCESS AGREEMENT
FOR THE HOMEBUYER ASSISTANCE PROGRAM AND THE CDBG-DR GAP TO
INCOME HOUSING TAX CREDITS PROGRAM**

BETWEEN

THE PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)

AND

THE PUERTO RICO HOUSING FINANCE AUTHORITY (PRHFA)



This **INFORMATION SHARING ACCESS AGREEMENT (ISAA or Agreement)** is entered into in San Juan, Puerto Rico this 18 of July, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency of the Government of Puerto Rico created under Act. No. 97, of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the "Department of Housing Act" (**Organic Act**), with principal offices at 606 Barbosa Ave., Juan C. Cordero Dávila Building, San Juan, Puerto Rico, represented herein by William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico, in his capacity as PRDOH Secretary, and **PUERTO RICO HOUSING FINANCE AUTHORITY (PRHFA)**, a public agency created under Act No. 103, of August 11, 2001, as amended, 7 LPRA § 924 et seq. known as the "Puerto Rico Housing Finance Authority Act", with principal offices at Calle Aldebarán 638 Urb. Altamira, San Juan, Puerto Rico, represented, herein by its Executive Director, Blanca P. Fernández González, of legal age, single, and resident of San Juan, Puerto Rico, collectively the "Parties".

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1. INTRODUCTION AND PURPOSE. PRDOH and PRHFA voluntarily enter into this **ISAA** to govern the collection, maintenance, use, retrieval, and dissemination of data and information related to individuals who apply for U.S. Department of Housing and Urban Development (**HUD**) Community Development Block Grant - Disaster Recovery (**CDBG-DR**) funded assistance under the Homebuyer Assistance Program (**HBA Program**) and the CDBG-DR Gap to Low Income Housing Tax Credits Program (**LIHTC Program**). The purpose of the ISAA is to enable PRDOH to share confidential, sensitive, and/or personally identifiable information (**PII**) that is protected by the Federal Privacy Act of 1974 (**Privacy Act**), as amended, 5 U.S.C. § 552a, with PRHFA, relating to HBA Program and/or the LIHTC Program applicants.

PRHFA needs the PII and certain associated data of these applicants to prevent duplication of benefits (**DOB**) when determining disaster assistance eligibility for HBA Program and/or LIHTC Program applicants. PRHFA needs to ensure that no HBA Program and/or LIHTC Program applicant received duplicative benefits from PRDOH-related HUD CDBG-DR funds made available as a result of Hurricanes Irma and María.

2. AUTHORITIES. This ISAA is authorized by:

- Privacy Act of 1974, as amended (2012), 5 U.S.C. § 552a et seq. (Privacy Act).
- Subrecipient Agreement executed on November 29, 2018, between PRDOH and PRHFA for the LIHTC Program (2019-000062).

- c. Subrecipient Agreement executed on July 2, 2020, between PRDOH and PRHFA for the HBA Program (2021-DR0001).

3. BACKGROUND.

- a. PRDOH has been appointed by the Government of Puerto Rico as the agency responsible for the administration of the CDBG-DR funds allocated to Puerto Rico for the recovery from disasters caused by Hurricanes Irma and María of 2017;
- b. PRDOH, as grantee, has designated PRHFA as the Subrecipient responsible for administering the CDBG-DR funded HBA Program as well as the LIHTC Program;
- c. PRDOH collects, maintains, uses, and disseminates confidential and personally identifiable information from Program applicants for the HBA Program and/or the LIHTC Program. Program applicants' PII is protected by the Privacy Act of 1974;
- d. PRHFA needs Program applicants' PII in order to perform a duplication of benefits review and ensure that HBA Program and/or LIHTC applicants do not receive duplicative assistance from PRDOH;
- e. PRDOH has established procedures for protecting PII and will require, train, or assist subrecipients in the implementation of equivalent PII protocols.

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 PRHFA. A breach occurs when PII is viewed, leaked, or accessed by anyone who is not the agency or person authorized to have access to this information, as part of their official duties. Any entity, with which PRHFA 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 the part of PRHFA 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 another than authorized purpose, have access or potential access to the PII 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 involving PII.
- c. PII: 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. 2 C.F.R. § 200.79. The information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as the date and place of birth, mother's maiden name, etc.
- d. SENSITIVE PERSONALLY IDENTIFIABLE INFORMATION: Personally identifiable information that when lost, compromised, or disclosed without authorization could substantially harm an individual. Sensitive PII can encompass standalone information or information paired with another identifier. Examples of standalone Sensitive PII are (i)

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Individual's government-issued identification number (including social security number, driver's license number, or state-issued identified number; (ii) financial account number, credit card number, credit report information, with or without any required security code, personal identification number or password, that would permit access to an individual's financial account; or (iii) biometric or health data.

- e. **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 applicant PII for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving PII which raise a reasonable risk of harm.
- f. **COMPUTER MATCHING:** Any computerized comparison of two (2) 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.

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5. RESPONSIBILITIES.

- a. PRDOH's responsibilities under this ISAA are as follows:
 - i. Share with PRHFA the applicant PII requested and its associated information which may be categorized according to the following:
 - 1. Applicant name;
 - 2. Applicant Addresses;
 - 3. Applicant telephone number and email address;
 - 4. Government-issued identification number (e.g. social security number and driver's license); and
 - 5. Financial account number, credit card number, and/or credit report information
 - ii. Share with PRHFA the applicant PII requested and its associated information which may be categorized according to the following:
 - 1. Business name;
 - 2. Business address;
 - 3. Business owner(s) name(s);
 - 4. Telephone number and email address;
 - 5. Employer Social Security Number;
 - 6. Financial account number and/or credit report information
 - iii. PRDOH will share and transmit applicant PII in a safe manner that minimizes the probability of a breach, as defined in this Agreement;
 - iv. Transmit the applicant PII and associated information to PRHFA via secured data transmission (password-protected compact disc);

- v. PRDOH will work to establish online or real-time access to the relevant data; but, if PRDOH cannot provide such access or if access is delayed, PRDOH will provide the data to PRHFA via other secure means (such as encrypted document sent via email and/or encrypted media);
- vi. PRDOH shall ensure that applicant PII is accurate, complete, and up-to-date as reasonably necessary in order for PRHFA to prevent duplication of benefits.

b. PRHFA's responsibilities under this ISAA are as follows:

- i. Use and maintain the PRDOH applicant PII under this ISAA only to ensure, as part of the Program objectives, that no HBA Program and/or LIHTC Program applicant receives duplicative benefits from PRDOH-related CDBG-DR funds made available as a result of Hurricanes Irma and María;
- ii. Instruct all individuals with access to applicant 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 applicant PII covered by this Agreement;
- iii. Ensure login credentials include a unique username and password for each user. These are considered private and confidential. Login credentials must not be shared. Passwords must be construed as strong passwords, changed at regular intervals, and not be allowed to be included in automated login processes or saved by browsers.
- iv. Employ appropriate technical, physical, and administrative safeguards to secure any and all PRDOH CDBG-DR applicant PII shared under the provisions of this Agreement, whether in physical or electronic form and store PII only in places and in a manner that is safe from access by unauthorized persons or for unauthorized use;
- v. Ensure cloud-based systems meet or exceed the baseline privacy and security controls applicable to Federal Government Systems. These systems should be constantly monitored, ensuring they run on the latest updated version.
- vi. Limit access to applicant PII provided by PRDOH under this Agreement only to PRHFA personnel, and their designated case manager, who is administering disaster assistance to applicants on behalf of PRDOH;
- vii. PRHFA will not further disclose applicant PII provided by PRDOH to outside third parties without the express written consent of PRDOH or the applicant to whom the PII pertains including, as applicable, requests by third parties under state open access and freedom of information laws;

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- viii. Ensure that its personnel with access to any CDBG-DR applicant PII provided under this ISAA have complete privacy and security training and understand applicant PII protection responsibilities;
- ix. Require that its employees, agents, contractors, and subcontractors to whom the applicant PII is or may be disclosed to or who have access to applicant PII, sign a nondisclosure (NDA), or similar agreement, that is at least as protective as this ISAA.
- x. PRHFA understands the personal and confidential nature of applicant PII and agrees that it shall comply with all applicable laws, regulations, policies, and provisions of this Agreement to protect the confidentiality of applicant PII. PRHFA understands that it and all entities are responsible for any privacy incidents concerning applicant PII while in the possession and/or control of the State and aforementioned entities;
- xi. PRHFA 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.

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6. POINTS OF CONTACT.

- a. PRDOH's point of contact information is as follows:

PRDOH

Aldo A. Rivera-Vázquez, PE Deputy
Director - Housing Grant Management
CDBG-DR Program
606 Ave. Barbosa
Edificio Juan C. Cordero Davila
San Juan, PR, 00918
787-274-2527
aarivera@vivienda.pr.gov

- b. PRHFA's point of contact information is as follows:

PRHFA

Sheila Hernández Sánchez
Auxiliary Executive Director- CDBG-DR Program
Puerto Rico Housing Finance Authority
Urb. Altamira, 638 Calle Aldebarán San Juan, PR, 00920
787-946-0045
sheila.hernandez@afv.pr.gov

7. PROTECTION OF DATA.

- a. Any data obtained from the other party may only be used for the purpose established in this Agreement. 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. The PRHFA 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.

8. GENERAL TERMS AND CONDITIONS.

- a. PII should only be used to direct the objectives of the HBA Program and the LIHTC Program. PII must not be used for political purposes.
- b. 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/>.
- c. Access credentials should not be shared with unauthorized personnel or employees of the CDBG-DR Program or the PRHFA.
- d. PRHFA employees and/or individuals who will handle or have access to personally identifiable information shall complete the PII Training available at 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 Agreement before the information is shared.
- e. PRDOH and the PRHFA 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.
- f. PRHFA 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. The PRHFA further agrees that monetary damages may not be a sufficient remedy for any breach of this Section. Accordingly, the PRHFA 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.

9. SEVERABILITY. Nothing in this ISAA is intended to conflict with current law or regulation or the directives of PRDOH. 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.

10. NO PRIVATE RIGHT. This ISAA is an Agreement between PRDOH and PRHFA. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the

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Government of Puerto Rico, 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.

11. FUNDING. This ISAA is not an obligation or commitment of funds, nor a basis for the 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 the 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.

12. ISSUE RESOLUTION. PRDOH and PRHFA 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 toward the resolution of such issues.

13. USE OF CONTRACTORS AND SUBCONTRACTORS WITH ACCESS TO PRDOH CDBG-DR APPLICANT PII. When PRHFA utilizes a contractor or subcontractor in connection with the performance of its obligations under this ISAA and PRHFA provides such contractor or subcontractor with access to PRDOH CDBG-DR applicant PII, PRHFA shall not share data until notice of the identity of such contractor or subcontractor and the extent of the role that such subcontractor will play in connection with the purpose of this ISAA has been provided to and approved by PRDOH. Moreover, all contractors and subcontractors given access to any PRDOH CDBG-DR applicant PII must agree to (a) abide by the terms and conditions set forth in Section 5.b. of this Agreement, including, without limitation, its provisions relating to compliance with the protection of PRDOH CDBG-DR applicant PII and Notice of Security and/or Privacy Incident; (b) restrict the use of PRDOH CDBG-DR applicant PII only to the performance of services to PRHFA in connection with PRHFA's performance of its obligations under the ISAA, and (c) sign a nondisclosure or similar agreement at least as protective as this ISAA.

14. RETURN OR DESTRUCTION OF PRDOH PII. Immediately upon written request by PRDOH, and at any time after the execution of this agreement, PRHFA will return to PR DOH all applicant PII, PII-related documents, and any and all copies or extracts thereof. If applicant PII is in a form incapable of return or has been copied or transcribed into another document for PRHFA's record retention requirements, it should be destroyed and/or erased immediately upon request.

15. ENTIRE AGREEMENT. This ISAA constitutes the entire agreement between the parties with regard to information sharing.

16. MODIFICATION. This ISAA may be modified upon the mutual written consent of the parties.

17. 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.

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18. EFFECTIVE DATE, DURATION, AND TERMINATION.

- a. This Agreement shall be in effect when signed by both parties and continue for twelve (12) months, ending on 17 of July 2024. The agreement may be extended by mutual written agreement of the parties.
- b. 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 the PRHFA a five (5) day notice of termination, upon receipt of such notice, the PRHFA shall immediately discontinue and cease all use of the PII. Furthermore, the PRHFA shall immediately proceed to return the PII to PRDOH and safely dispose of any copy made to it, in any form, if necessary.

19. NOTICE OF SECURITY AND/OR PRIVACY INCIDENT. If PRHFA, or its contractors and/or subcontractors, suspect, discover, or are notified of a data security incident or potential breach of security and/or privacy relating to PRDOH CDBG-DR applicant PII, PRHFA shall immediately from suspicion, discovery, or notification of the incident or potential breach, notify the PRDOH CDBG-DR Program Legal Director at LegalCDBG@vivienda.pr.gov.

20. SECURITY AND/OR PRIVACY INCIDENT HANDLING. In the event of a privacy incident emanating from this ISAA, PRDOH will investigate the incident pursuant to PRDOH CDBG-DR PII standard procedures and will consult PRHFA in order to diagnose, mitigate, and manage the privacy incident. PRHFA will be responsible for carrying out all necessary measures to remedy the effects of the privacy incident.

21. INDEMNIFICATION. PRHFA shall bear all costs, losses, and damages resulting from PRHFA's breach of the ISAA. PRHFA agrees to release, defend, indemnify, and hold harmless PRDOH for claims, losses, penalties, damages, and reasonable attorneys' fees and costs to the extent arising out of PRHFA's, or its contractor or subcontractor's negligence, unauthorized use, or disclosure of PRDOH CDBG-DR applicant PII and/or PRHFA's, or its contractor or subcontractor's breach of its obligations under this ISAA. PRHFA shall inform all of its principals, officers, employees, agents, and contractors or subcontractors assigned to handling PRDOH CDBG-DR applicant PII under this ISAA of the obligations contained in this Agreement.

22. PENALTIES. PRHFA understands that if it or one of its employee/agents willfully discloses any such PII to a third party not authorized to receive it, PRDOH will revoke PRHFA's access to PRDOH CDBG-DR applicant PII.

23. CONFLICT OF INTEREST. The parties hereby certify that in signing this ISAA they are in compliance with Act No. 1-2012, as amended, known as the "Puerto Rico Government Ethics Act of 2011 ", in connection with the possibility of a conflict of interest.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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PRDOH

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jul 18, 2023 17:22 EDT)

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

PRHFA

Blanca P. Fernandez
Blanca P. Fernandez (Jul 18, 2023 14:04 EDT)

Blanca P. Fernández González
Executive Director
Calle Aldebarán 638
Urb. Altamira, San Juan, PR 00920

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


ISAA PRDOH PRHFA FINAL VERSION

Final Audit Report

2023-07-18

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