



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

**AMENDMENT A TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
PONCE NEIGHBORHOOD HOUSING SERVICES, INC.
Contract Number 2020-DR0017**



This **AMENDMENT A** to the **SUBRECIPIENT AGREEMENT FOR HOUSING COUNSELING PROGRAM** (hereinafter, "Amendment") is entered into this 21 day of August, 2020, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "PRDOH"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 LPR § 441 et seq., known as the "Department of Housing Organic Act" (the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Luis C. Fernandez-Trinchet, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and the **PONCE NEIGHBORHOOD HOUSING SERVICES, INC.** (the "Subrecipient"), a nonprofit corporation, with principal offices at Calle Mendez Vigo #57, Ponce, Puerto Rico, represented herein by its Executive Director, Elizabeth Colón-Rivera, of legal age, single, and resident of Ponce, Puerto Rico, collectively the "Parties".

I - RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 13, 2019, the Parties entered into a Subrecipient Agreement for the CDBG-DR Housing Counseling Program (hereinafter, the "**Program**") for a period of **twenty four (24) months** from the day of its execution, ending on August 12, 2021, for **SEVEN HUNDRED AND FORTY NINE THOUSAND NINE HUNDRED AND SEVENTY NINE DOLLARS AND EIGHTY SIX CENTS (\$749,979.86); ACCOUNT NUMBER R01H12HCO-DOH-LM 4190-10-000**, registered as **Contract Number 2020-DR0017** (hereinafter, "the Agreement").

WHEREAS, as per Section IX (A) of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

WHEREAS, as part of the Agreement, all costs within the Program budgets are in the category of project activity deliverable costs. The category of project delivery costs consists of staffing, professional services, other operating and equipment.

WHEREAS, the current Subrecipient budget contains what are assumed to be indirect costs. As defined in 2 C.F.R. §200.56, indirect costs are those costs "incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved".

WHEREAS, indirect costs may only be charged to a Federal award, like CDBG-DR, using an approved indirect cost rate or through the use of the de minimis indirect cost rate. Indirect cost rates are subject to review and approval by the cognizant Federal Agency prior to being used. Subrecipient has informed PRDOH their intention to use the di minimum indirect cost rate.

WHEREAS, in addition to the amendment to the inclusion of the indirect cost rate for the full twenty four (24) month term of the Agreement within the budget, the Subrecipient proposed certain adjustments to the other operating and equipment categories.

WHEREAS, **Exhibit C – Key Personnel** and **Exhibit D – Budget (Sections 1 and 2)** are amended through this Amendment A, in addition to conforming the Agreement to federal and state regulations and statutes as set forth in the sections below.

WHEREAS, this Amendment does not affect the term nor the overall amount of the Agreement.

WHEREAS, this Amendment A is not intended to affect nor does it constitute an extinctive novation of the obligations of the parties under the Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement;

WHEREAS, the Parties wish to amend the Agreement and become subject to the terms of the Agreement and this Amendment A.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth in the document, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

II - SAVINGS CLAUSES

The information included in this **Amendment A** serves the purpose of modifying Agreement exhibits for Key Personnel and the Budget, in addition to conforming the Subrecipient Agreement to federal and state regulations and statutes as set forth in the sections below. All provisions of the original Agreement shall continue to be in full force and effect.

III - SCOPE OF AMENDMENT

The PRDOH and the Subrecipient have agreed to enter into this Amendment A with the purpose of modifying the following Agreement exhibits: Key Personnel and Budget, and conforming the Subrecipient Agreement to federal and state regulations and statutes.

IV - AMENDMENTS

- A. **Exhibit C (Key Personnel)** of the Agreement is being replaced by a modified **Exhibit C (Key Personnel)** hereto incorporated by reference into the Agreement and made part of the Agreement (See **Attachment 1** of this Amendment A).
- B. **Exhibit D – Section 1 – Budget** of the Agreement is being replaced by a modified **Exhibit D – Section 1 – Budget** and **Exhibit D – Section 2 – Budget** hereto incorporated by reference into the Agreement and made part of the Agreement (See **Attachment 1** of this Amendment A).
- C. The Parties intend to replace **Section V. EFFECTIVE DATE AND TERM, A. Contract Extensions** of the Agreement, with the following:

A. Contract Extensions

PRDOH may, at its sole discretion, extend the Agreement's term for additional terms, upon mutual written agreement of the Parties. The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the

initial Grant Agreement is extended by HUD, in which case the term of this Agreement cannot exceed the extension.

- D. The Parties intend to replace **Section VI. BUDGET, B. Indirect Costs** of the Agreement, with the following:

B. Indirect Costs

Indirect costs invoiced, if any, must be consistent with the conditions set forth herein. Indirect costs may be charged to PRDOH under a negotiated indirect cost rate agreement with a federal cognizant agency, a de minimis indirect cost rate (for applicable entities), or an indirect cost proposal prepared in accordance with 2 C.F.R. part 200, subpart E, submitted to a federal cognizant agency, and approved by PRDOH in accordance with written policies and procedures, which shall be included in the Budget (**Exhibit D**).

- E. The Parties intend to replace the certification to be included in each Request for Reimbursements in **Section VII. PAYMENT, B. Requests for Reimbursements** of the Agreement, with the following:

"Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor."

- F. The Parties intend to replace **Section VIII. NOTICES** of the Agreement with the following:

CDBG-DR Grantee: Luis C. Fernández Trinchet, Esq., CFA
Secretary
Puerto Rico Department of Housing
606 Barbosa Avenue
Juan C. Cordero Building
Río Piedras, Puerto Rico 00918

- G. The Parties intend to replace **Article IX. AMENDMENT AND TERMINATION** of the Agreement with the following:

This Agreement may be amended provided that such amendments make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines, are executed in writing and signed by a duly authorized representative of each party, and approved by PRDOH. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement. Unless specified, such amendments are not intended to effect nor will they constitute an

extinctive novation of the obligations of the Parties under the Agreement and amendment.

This Agreement may be amended by the parties hereto, for the purpose of including any other CDBG-DR funded program included in the HUD-approved Hurricanes Irma and María current Action Plan.

The PRDOH may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both the PRDOH and the Subrecipient.

However, PRDOH reserves the right to notify in writing to Subrecipient any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

- H. The Parties intend to replace **Section IX. AMENDMENT AND TERMINATION, B. Suspension or Termination, 1. Termination for Cause, Paragraph a** of the Agreement, as amended, with the following:

a. Failure to attend mandatory technical assistance and/or training, comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, HUD guidelines, PRDOH's Program Guidelines, as applicable, and policies or directives as may become applicable at any time;

- I. The Parties intend to replace **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, A. General Compliance**, of the Agreement, with the following:

A. General Compliance

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. See Federal Register Notice 83 FR 5844 (February 9, 2018). Notwithstanding the foregoing, (1) the Subrecipient does not assume any of the PRDOH's responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. part 58 and (2) the Subrecipient does not assume any of the PRDOH's responsibilities for initiating the review process under the provisions of 24 C.F.R. part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis. This includes without limitation, applicable

Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. part 58, 24 C.F.R. part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, Subrecipient shall comply, without limitation, those set forth in **Attachment F**.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notice dated February 9, 2018, at 83 FR 5844 or any future Federal Register Notice published by HUD ("HUD Notices"), such requirements, including any regulations referenced therein, shall apply.

The Subrecipient also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The Subrecipient shall also comply with applicable PRDOH's policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

- J. The Parties intend to amend **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, D. Insurance & Bonding** of the Agreement, regarding endorsement requirements, to substitute: the Puerto Rico Public Housing Administration for the United States Department of Housing and Urban Development (HUD).
- K. The Parties intend to replace the **second paragraph** of **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, M. Client Data and Other Sensitive Information** of the Agreement, with the following:

The Subrecipient must comply with 2 C.F.R. §200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD or the PRDOH designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the Subrecipient must comply with the PRDOH CDBG-

DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

- L. The Parties intend to amend **ARTICLE X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, V. Title VI of the Civil Rights Act of 1994 (24 C.F.R. part 1), c. Women- and Minority-Owned Businesses (W/MBE)** of the Agreement, to add a new paragraph as follows:

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the Subrecipient shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. The Subrecipient shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. The Subrecipient shall also document their efforts and submit those to PRDOH on a quarterly basis. See the M/WBE Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

- M. The Parties intend to replace **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, Y. Conduct, 1. Subcontracts** of the Agreement, as follows:

1. Contracts

- a. *Approvals: The Subrecipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the PRDOH prior to the execution of such Agreement.*
- b. *Monitoring: The Subrecipient will monitor all contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.*
- c. *Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract executed in the performance of this Agreement.*
- d. *Selection Process: The Subrecipient shall undertake to insure that all contracts awarded for the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements, as included in the CDBG-DR Procurement Manual and Contractual Requirements, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time. Executed copies of all contracts shall be forwarded to the PRDOH along with documentation concerning the selection process.*

e. Notification: The Subrecipient shall notify and provide a copy of any and all contracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution. Additionally, the Subrecipient shall provide a copy of any and all subcontracts executed by its Contractors to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.

N. The Parties intend to replace Section **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD, Y. Conduct, 3. Conflict of Interest, paragraphs c and d**, with the following:

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-DR assisted activity, or with respect to the proceeds from the CDBG-DR assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of **two (2) years** thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the PRDOH, the Subrecipient, or any designated public agency.

d. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The Subrecipient certifies that: (1) No public servant of the PRDOH has pecuniary interest in this contract. (2) No public servant of the PRDOH has solicited or accepted, directly or indirectly, for him (her), for any member of his family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public servant of the PRDOH related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public servant of the PRDOH has solicited, directly or indirectly, for him (her), any member of his family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for his(her) obligations and performance of said public employment, to influence or favor any organization. (5) No public servant of the PRDOH has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this Agreement.

O. The Parties intend to amend **Article X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD** of the Agreement, to add new subsections **Z** and **AA**, as follows:

Z. Technical Assistance and Trainings

The Subrecipient shall attend any and all technical assistance and/or trainings that the PRDOH requires from time to time at its

discretion. Failure to attend may be considered as cause for termination.

AA. Technical Assistance and Trainings

The Subrecipient shall attend any and all technical assistance and/or trainings that the PRDOH requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

- P. The Parties intend to replace **Article XV. GOVERNING LAW JURISDICTION**, with the following:

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The Parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, San Juan Part.

- Q. The Parties intend to replace **Article XIII. SECTION HEADINGS AND SUBHEADINGS**, with the following:

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

- R. The Parties intend to add a new **Article XXXVIII. CDBG-DR POLICIES AND PROCEDURES**, as follows:

XXXVIII. CDBG-DR POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the Subrecipient shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual and Contractual Requirements, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

- S. The Parties intend to add a new **Article XXXIX. FEDERAL FUNDING**, as follows:

XXXIX. FEDERAL FUNDING

The fulfillment of this Agreement is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under this Agreement must be made in accordance with this Agreement, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for non-compliance.

T. The Parties intend to add a new **Article XL. RECAPTURE OF FUNDS**, as follows:

XL. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to Subrecipient that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. Subrecipient must refund such recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to Subrecipient.

U. The Parties intend to add a new **Article XLI. OVERPAYMENT**, as follows:

XLI. OVERPAYMENT

Subrecipient shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. Subrecipient shall reimburse such disallowed costs from funds other than those Subrecipient received under this Agreement.

V. The Parties intend to add a new **Article XLII. SURVIVAL OF TERMS AND CONDITIONS**, as follows:

XLII. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

V - ASSIGNMENT OF RIGHTS

The Subrecipient shall not assign or transfer any interest in this Amendment without the prior written consent of the PRDOH.

VI - SEVERABILITY

If any provision of this Amendment is held invalid, the remainder of the Amendment shall not be affected thereby, and all other parts of this Amendment shall nevertheless be in full force and effect.

VII - SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Amendment are included for convenience only and shall not limit or otherwise affect the terms of this Agreement, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

VIII - COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in this Amendment should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this Amendment shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

IX - SUBROGATION

The Subrecipient acknowledges that funds provided through this Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by this Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Subrecipient shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of this Agreement, as amended, for any reason.

X - COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Amendment and any subsequent amendment hereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

Nonetheless, on April 15, 2020, the Comptroller of Puerto Rico issued Circular Letter OC-20-20 in which the **fifteen (15) day** period to remit a copy of the agreement to the Office of the Comptroller for registration following the execution of the agreement was extended until **fifteen (15) days** after the lockdown is over.

XI - ENTIRE AGREEMENT

This Agreement, as amended, constitutes the entire Agreement among the Parties for the use of funds received under this Agreement, as amended, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to this Agreement, as amended.

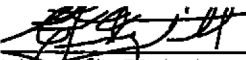
XII - COUNTERPARTS

This Amendment may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

[Remainder of page left blank intentionally]

IN WITNESS THEREOF, the Parties hereto execute this Amendment A in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR Grantee


By: Luis C. Fernández Trinchet (Aug 21, 2020 20:34 EDT)
Name: Luis C. Fernández Trinchet, Esq., CFA
Title: Secretary

PONCE NEIGHBORHOOD HOUSING SERVICES, INC., Subrecipient


By: _____
Name: Elizabeth Colón Rivera
Title: Executive Director
DUNS Number: 031444321


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EXHIBIT C

KEY PERSONNEL

HOUSING COUNSELING- PONCE NHS – KEY PERSONNEL

Below is the Staffing Plan for the CDBG-DR **Housing Counseling** Program which reflects a combination existing employees or new hired employees dedicated for the CDBG- DR **Housing Counseling** Program.

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I. Roles Description:

Executive Director

- In charge of the CDBG-DR Program
- Participates and host in meetings relating with CDBG-DR Program
- Supervise employees work, production and tasks related with CDBG-DR Program
- Create, design, plan and implement promotion and advertising strategies to attract new participants
- Verify and follow up Employee's Action and Work Plans
- As a Program Director, oversees completed and approve Canopy's cases
- In charge of authorizing signatures, revise, and audit monthly reports, and all the official documents from the CDBG-DR Program
- In charge compliance audits, monitoring and any other the decision making in compliance of the CDBG-DR Program regulations
- Oversees with the Chief Financial Officer, expenses, financial budget management and other financial procedures
- Promotes the CDBG-DR Program in activities and meetings
- Serves as liaison with the R-3 Program Manager Regional Director
- Create, design and plan strategies to work with the R-3 Program Manager Regional Director, assisting R-3 Program participants
- In charge of reports to the Board of Directors relating administration, management, and procedures from CDBG-DR Program

Chief Finance Officer

- Prepare Compliance Reports
- Verify and certify employees and Executive Director time sheets
- Make payments stubs, travel expenses, utilities, among other expenses and payments related to CDBG-DR Program
- In charge of look up and gather official documents for the CDBG-DR Program procurement and compliance procedures
- Participates in weekly and monthly conference call and reports meetings related to finance department with Housing Department
- Certify and sign some of the travel expenses vouchers under CDBG-DR Program
- In charge of the assets and compliance procedures under CDBG-DR Program
- Prepare financial reports for CDBG-DR Program
- In charge of the CDBG-DR Program when the Executive Director is not available
- Approve bank reconciliations related CDBG-DR Program, prepared by the Finance and Loan Servicing Officer
- Prepare Annual Tax Forms (Local and Federal)

Z/E

Subrecipient Agreement CDBG-DR Programs
Exhibit C – Key Personnel

Finance and Loan Servicing Officer

- Check and verify that the travel expenses procedure from the CDBG-DR Program has been followed as compliance requests
- Check utilities and other CDBG-DR Program related bills, submitting as a tenant account, those bills to the system
- Prepare banks reconciliations from the CDBG-DR Program, which the Chief Finance Officer approves
- Prepare SURI tax forms, submissions of quarterly tax forms to State Agencies related CDBG-DR funds

Human Resources and Administrative Officer

- In charge of verify and audit CDBG-DR Program employees time sheets
- Officer in charge of the Digital Time Clock System for employees
- Supervise time sheet submission on time and in compliance
- Prepare fringe benefit processes for CDBG-DR Program employees
- In charge of micro purchases related CDGB-DR Program
- In charge of CDBG-DR Program Procurement process

Program and Quality Control Coordinator

- Prepare administrative monthly reports to CDBG-DR Program
- Gather data and information for CDBG-DR Program Performance Report
- Receive and audit work hours from CDBG-DR Program employees
- Receive, manage and audit time sheets and other compliance documents from the CDBG-DR Program to prepare invoices and reimbursement processes
- Prepare invoices and reimbursement processes from CDBG-DR Program
- Submit invoices through Vendors Café System
- Verify CDBG-DR reports from different departments,
- In charge of submit monthly CDBG-DR reports
- Participate in weekly and monthly reports conference calls and meetings with Housing Department
- Maintains constant communication with Program staff and the managers to keep the Program in compliance

Housing Counselor Support Officer

- In charge of promoting and coordinate housing counseling and financial capability workshops
- Participate in outreach meetings that are coordinated by the municipalities and other non- profits
- Promotes CDBG-DR Program (Housing Counseling Services) in activities
- Manage triage calls from CDBG-DR Program
- Works with the R-3 Program and other CDBG-DR Program cases
- Coordinates initial appointments for CDBG-DR Program participants
- Provides the CDBG-DR Program initial orientation to the clients and fills out initial forms
- Upload information to the Canopy system
- Works with the CDBG-DR Performance Reports
- Check cases in Canopy to verify that all the documents and information are complete and in compliance
- Serve as a contact person and manage messages and emails related to CDBG-DR Program from our social media (Facebook page, webpage, among others)

Foreclosure Intervention and Housing Counselor, I and II

- Provide Housing Counseling to CDBG-DR Program participants and clients
- Prepare Counseling, Financial Capability and Post Purchase workshops
- Provide Housing Counseling, Financial Capability and Post Purchase workshops to clients and CDBG-DR participants
- Upload and manage clients from the CDBG-DR Program cases into the Canopy system
- Counselor-to-client assistance that addresses unique financial circumstances and housing issues, and focuses on overcoming specific obstacles to achieving a housing goal such as repairing credit, addressing a rental dispute, purchasing a home, locating cash for a down payment, raising awareness about critical housing topics such as predatory lending practices, fair lending and fair housing requirements, finding units accessible to persons with disabilities, avoiding foreclosure, or resolving a financial crisis. Expert in counseling, all counseling will involve the creation of an action plan.
- For the purposes of HUD's Housing Counseling Program, education is defined as formal classes, with


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Subrecipient Agreement CDBG-DR Programs
Exhibit C – Key Personnel

established curriculum and instructional goals, provided in a group or classroom setting, or other formats approved by HUD, covering topics such as, but not limited to: (1) renter rights; (2) the home buying process; (3) how to maintain a home; (4) budgeting; (5) fair housing; (6) identifying and reporting predatory lending practices; (7) rights for persons with disabilities; (8) and the importance of good credit. Special Note: The educational topic of "Fair Housing" may include the promotion and protection of civil rights as they relate to ensuring equal opportunity housing. Such educational sessions may include topics such as identifying and reporting discriminatory policies, procedures practices, fair lending, Section 504 of the Rehabilitation Act, and predatory lending.

Program Support and Data Entry

- In charge of data entry process in Canopy system
- Manage data related to CDBG-DR Program such as number of participants, municipalities with more participants and applications, among other data management
- In charge of contact CDBG-DR participants to confirm appointments and follow ups
- Promotes CDBG-DR Program (Housing Counseling Services) in activities

Community Program Coordinator

- Prepare Housing Maintenance and Disaster Preparedness workshops for CDBG-DR Program participants
- Coordinates and set dates for Housing Maintenance and Disaster Preparedness workshops for CDBG-DR Program participants
- Identify and recruit participants for Housing Maintenance and Disaster Preparedness workshops under CDBG-DR Program
- In charge of all the logistics related to the Housing Maintenance and Disaster Preparedness workshops under CDBG-DR Program
- In charge of enter data of those CDBG-DR Program participants in Canopy System

Community Organizer

- In charge of introduce the CDBG-DR Program to the municipalities and organize community activities such as fairs, community assemblies among others, to promote the Program
- In charge of CDBG-DR Community Outreach
- Serve as liaison between the communities and the Housing Counseling Program from the CDBG-DR funds
- Coordinate initial orientations and community workshops of Foreclosure Intervention and Housing Counseling from CDBG-DR Program to Ponce NHS network community areas and municipalities

Call Center and Program Support

- Manage and channel phone calls and messages related CDBG-DR Program
- Register participants for Housing Counseling Program workshops for CDBG-DR
- Manage virtual platforms and google documents for Housing Counseling Program registering process for CDBG-DR
- Report CDBG-DR participants basic information to Housing Counselor Support Officer for initial triage
- Maintains records and statistics about the CDBG-DR participants registering process in workshops and other virtual activities.


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


EXHIBIT D – SECTION 1

BUDGET

HOUSING COUNSELING PROGRAM BUDGET

DESCRIPTION SERVICES



Ponce NHS has been offering services regarding housing counseling under our Housing Acquisition, Conservation, Mitigation and Preservation Program. These includes counseling, orientation and workshops for the following topics: First Time Home Buyer Counseling, Financial Capability and Budget Management, Affordable Mortgage and Housing Rehabilitation Loan Products, Post-Purchase, Home Maintenance, Foreclosure Prevention, Loss Mitigation, Disaster Relief and Recovery Orientation/Counseling, among others. The participants will be reach thru outreach and community fields visits, from our case managers/community organizers, or refers from other organizations. In addition, our Housing Counselors will assist walk-ins, and participants from the Marketing and Promotions Outreach Program. Services will be provided thru general orientation (phone call or in person), workshops and one on one counseling. The populations will be targeted as part of the need assessments, performed by the Case managers/Community Organizers. Also, during the outreach process, the participants will be identified depending on the necessity that their community is facing. With all the data collected, the service delivery area will be assisted and served, with assertive and specific services, responding the needs of the communities and their residents.

Ponce NHS has a 15-municipality network area that includes the South and Central area of PR, but if our services are needed in another region, we provide them island-wide. To be more efficient, our organization has satellite offices in some Town Halls around our network area. Using these offices, our organization has a broader outreach capacity that can let more families receive services and assistance, especially those without the resources to get to Ponce. Because of the necessities that our communities are confronting after the Hurricanes Irma and Maria, Ponce NHS has included 9 more municipalities from the Southwest and Central area of PR. This will offer more services to a broader spectrum of participants from isolated and communities from those.

PLEASE PROVIDE BACKGROUND INFORMATION FOR THE CREATION OF EXHIBIT D SECTION 2 BUDGET AND HOW THOSE SERVICES RELATE TO DELIVERING THE SCOPE WORK.

Staffing- In accordance with the regulations of department of labor. Charges for the salaries and wage most also be support by record in indicating the total numbers of hour worked each month and including a compensation fringe benefit. (2 CFR 200.431) With this project Ponce NHS will use nine employees that will be working directly with the Housing Counseling program.

Professional services – Cost of professional or consultant services rendered by person who are member of profession or possess special skills and who are not officers or employees are not expert. (2 CFR 200.459) The necessity of contracting these professional services will help the sub-grantee (Ponce NHS) comply with the federal's guidance and law requirements. This expert (legal assistance) will help with administrative situations or even any client who need it. Also, to follow the federal regulations we will need a Certified Public Accountant to validate and certified the use of this funds as a single audit. Professional services will be used for Housing Counseling services. These services will include, but will not be limited to: Fungi Prevention Specialist, Home Insurance Specialist, Construction in Compliance Specialist, Emotional Management and Disaster, Marketing Adviser, etc.

Operating Expenses – The project will be required working tools and resources that will include travel expenses, utilities, supplies and materials, equipment, workshop, credits reports fees, marketing, and promotion. This expense is significant for achieving our main goal.

- **Travel Expenses:** Travel cost area the expense for transportation, lodging, subsistence, per diem or mileage and related items incurred by employees who are in travel status on official business (2 CFR 200.474).
- **Indirect Cost:** As a HUD approved Housing Counseling Agency we need to Include power, water, Internet, and telephone expenses because is essential as part of administrative work. Cost incurred for materials, supplies and fabricate parts to carry out the project as Pen, pencils, presentation card, copy papers, file folders labels, partition folder, letter files and workshops manuals (2 CFR 200.94 & 200.453).

and furnishing information technology equipment and systems, re-production, and printing equipment. As part of the tools need it in the program is necessarily have the equipment's as Laptop, projector, projector screen, pen drive (USB), scanner, housing counseling program (monthly), accounting program update, desktop computer, Photocopier, photocopier ink, printers.

- **Credit Report Fees:** As part of foreclosure prevention to clients conducts a financial analysis that includes income review, expenses, and credits. For the credit part we as a HUD Certified Housing Counseling Agency will need a detailed report of the bills that appear in the credit of the client. If the client does not have the financial capacity to pay the cost of a credit report, in these cases the organization absorbs the cost. Even do some applications like "credit karma" area accessible at a non-cost for customers, these do not show the reality of the credit score, among others. As HUD Certified Agency process of credit report would not be affected because the report will be as a low inquired one.
- **Outreach Material:** Are to provide outreach through multiple media platforms including but not limit to radio, newspaper, social media, local, marketing initiative, local events, or fairs. Marketing and outreach include distributing materials, presenting add community events, conducting informational campaigns, such as public services announcements, advertisement, or other forms of media campaigns, and advocating with lenders and other industries partners.

Equipment - Assets used in operation having a useful life of more than one year, include land, building, equipment, intellectual property (SOFTWARE and technology system, firmware, support services and related resources CFR 200.33/ CFR 200.2) will acquire by purchase, construction, manufacture, lease purchase and modification or replacement. General purpose equipment is not limited to office equipment

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Grant:	CDBG-DR
Contractor:	Ponce Neighborhood Housing Services, Inc.
Program:	Housing Counseling Program
DRGR Activity Code:	R01H12HCP-DOH

Cost Type	Chart of Accounts Code	Activity Description	CONTRACT Budget
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ADMINISTRATION			\$
TOTAL COSTS			\$

PLANNING			\$
TOTAL COSTS			\$

PROJECT			\$
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Project			\$
TOTAL COSTS			\$

PROJECT ACTIVITY DELIVERY COSTS

Staffing		Charges for the salaries and wage most also be support by record in indicating the total numbers of hour worked each month and including a compensation fringe benefit. (2 CFR 200.431) With this project Ponce NHS will use twelve employees that will be working directly with the Housing Counseling program.	\$584,274.76
Professional Services		Cost of professional or consultant services rendered by person who are member of profession or possess special skills and who are not officers or employees are not expert. (2 CFR 200.459) The necessity of contracting these professional services will help the sub-grantee (Ponce NHS) comply with the federal's guidance and law requirements. This expert (legal assistance) will help with administrative situations or even any client who need it.	\$33,920.31
Other Operating		The project will be required working tools and resources that will include travel expenses, utilities, supplies and materials, equipment, workshop, credits reports fees, marketing, and promotion. This expense is significant for achieving our main goal.	\$111,055.96
Equipment		Tangible or intangible assets used in operation having a useful life of more than one year, include land, building, equipment, intellectual property (Photocopier and technology system, firmware, support services and related resources CFR 200.33/ CFR 200.2)	\$20,728.83
TOTAL COSTS			\$ 749,979.86

GRAND TOTAL			\$
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Budget Detail

Housing Counseling Program

Subrecipient Name: Ponce Neighborhood Housing Services, Inc.

STAFFING

Position	Qty. of Resources [A]	Max. Hours per month per Resource [B]	Hourly Rate [C]	Max Cost allocated per position
Executive Director	1	95	\$72.79	\$93,135.86
Chief Financial Officer	1	100	\$59.67	\$102,581.10
Human Resources and Administrative Officer	1	50	\$20.74	\$23,282.23
Foreclosure Intervention and Housing Counselor I	1	160	\$32.82	\$83,571.74
Housing Counseling Support Officer	1	160	\$20.90	\$52,245.51
Foreclosure Intervention and Housing Counselor II	1	160	\$32.82	\$82,276.31
Community Organizer	1	30	\$20.20	\$19,145.21
Community Program Coordinator	1	100	\$19.58	\$29,559.94
Program and Quality Control Coordinator	1	120	\$28.96	\$45,170.40
Program Support and Data Entry	1	100	\$14.39	\$24,332.32
Finance and Loan Servicing Officer	1	50	\$18.64	\$12,115.62
Call Center and Program Officer	1	90	\$14.41	\$16,858.54
Total Cost:				\$584,274.76

* Amount is considering the expenses incurred until June 2020 and the remaining 13 months of the contract

PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Technical Assistance	These services will include, but not limited to: Marketing Adviser, Construction in Compliance Specialist, Emotional Management and Disaster,	\$18,920.31
Legal Services	This specialist will be working with legal assistance, the purpose is to comply with the federal and state regulations and take decisions in the law.	\$15,000.00
Total Budget for Services to be Contracted:		\$33,920.31

OTHER OPERATING

Item Name	Item Description	Budget
Outreach Material	Cover marketing and advertisement expenses to promote organizations services.	\$9,490.62
Travel	All travel, transportation, mileage and per diem cost	\$20,000.00
Credit Report	As part of housing counseling, the credit report is one of the documents required to the counseling process.	\$9,000.00
Operating Overhead - ICR	De Minimis 10%	\$ 72,565.34
Total Expenses Budget:		\$111,055.96

EQUIPMENT

Item Name	Item Description	Budget
Software	The software line item was added for the acquisition of a text messaging platform that will be used only for clients under CDBG-DR Funds	\$0.00
Computer Equipment	Photocopier for Ponce NHS Housing Counselors	\$20,728.83
Total Expenses Budget:		\$20,728.83









Amendment A to Subrecipient Agreement with Ponce NHS for the Housing Counseling Program (PDF)

Final Audit Report

2020-08-22

Created:	2020-08-21
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYKASBbZQ0C0i8or41mhRnC2WD4EGuK42

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