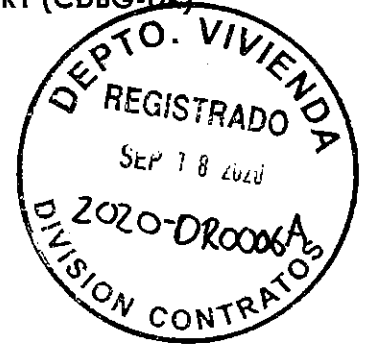




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT A TO THE AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
LINKACTIV, LLC.
FOR CALL CENTER OPERATIONS SERVICES
Contract Number 2020-DR0006**



THIS **AMENDMENT A TO THE CALL CENTER OPERATIONS SERVICES** (hereinafter, "Amendment") is entered into this 9 day of September, 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 LPRA § 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; **LINKACTIV, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in Amelia Industrial Park, Diana St., Lot # 18 and #19, Guaynabo, Puerto Rico, herein represented by Dennisse Díaz Mercado, in her capacity as Authorized Representative, of legal age, single, and resident of San Juan, duly authorized by Resolution by the CONTRACTOR; collectively the "Parties".

RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on July 16, 2019, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2019-DR0006, for the performance of Call Center Operations Services in connection with the CDBG-DR Program (the "Agreement").

WHEREAS, the PRDOH and the Contractor, agreed that, for allowable Call Center Operations Services performed during the term of the Agreement, PRDOH would pay a maximum amount not to exceed **TWENTY MILLION AND FIVE HUNDRED AND FIFTY FIVE THOUSAND, FIFTEEN DOLLARS (\$20,555,015.00)** to the Contractor from **ACCOUNT NUMBER B-17-DM-72-0001 4190-10-000**. That Agreement is for a period of **thirty six (36) months**, from the day of its execution, ending on July 15, 2022. This Amendment does not change the original payment amount and the original term.

WHEREAS, The parties intend to amend the Agreement to clarify that the Contractor can continue to perform the tasks contained in its Scope of Services, included as Attachment C of the Agreement, extensive to activities leading to the development and approval of the Action Plan for the Community Development Block Grant for Mitigation (**CDBG-MIT**), and it does not constitute a substantial or material change in its scope.

WHEREAS, this Amendment A 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, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment A.

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[Signature]

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:

I. AMENDMENTS

A. The Parties agree to **add to Attachment C** (Scope of Services) of the Agreement the **Scope of Services Clarification**, included herein as **Exhibit 1** of this Amendment, and is hereto incorporated by reference into the Agreement and made integral part of the Agreement and Amendment A.

B. The Parties agree to replace **Article II. TERM OF AGREEMENT**, paragraph **C** with the following:

C. 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 Agreement shall not exceed said extended period.

C. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT**, paragraph I with the following:

I. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

"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."

D. The Parties agree to amend **Article IV. COMPENSATION AND PAYMENT** to add new paragraphs **J** and **K**, as follows:

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

K. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.

E. The Parties agree to replace **Article VII. OWNERSHIP AND USE OF DOCUMENTS**, paragraph **B**, with the following:

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B. Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to **five (5) years** from closeout of the grant to the state, or the period required by other local applicable laws and regulations.

- F. The Parties agree to amend **Article VIII. DOCUMENTATION AND RECORD KEEPING** to add a new paragraph **E**, as follows:

E. PII Policy: The CONTRACTOR 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.

- G. The Parties agree to replace **Article XI. PENALTIES AND LIQUIDATED DAMAGES, A. Penalties, paragraph 1** with the following:

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that, PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment C** and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), and the CDBG-DR Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), 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.

- H. The Parties agree to replace **Article XIII. INSURANCE, Section B. Endorsements, paragraph iii.** with the following:

iii. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

- I. The Parties agree to replace the **second and third paragraphs of Article XIII. INSURANCE, C. Related Requirements** with the following:

Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR program prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed

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Five Thousand Dollars (\$5,000.00) for every day of non-compliance.

The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for **thirty (30) days** written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

- J. The Parties wish to amend PRDOH's information on **Article XVII. NOTICES** of the Agreement as follows:

To: PRDOH Luis C. Fernández Trinchet, Esq., CFA
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

- K. The Parties agree to replace **Article XIX. SUBCONTRACTS, Section A. General** with the following:

A. General: All subcontracts shall contain the applicable provisions described in Attachment F (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

- L. The Parties agree to amend **Article XIX. SUBCONTRACTS** to add a new **paragraph E** as follows:

E. Notification: CONTRACTOR shall notify and provide a copy of any and all subcontracts 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.

- M. The Parties agree to amend **Article XX. SECTION 3 CLAUSE** to add new **paragraphs G** and **H**, as follows:

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to

the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. The Contractor agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the PRDOH detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.

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- N. The Parties agree to **eliminate paragraph F. Compliance with Article 1 of Act No. 48-2013, as amended, 3 L.P.R.A. § 8611, note, of Article XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** and renumber the remaining paragraphs in order.
- O. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE OF LEGAL REQUIREMENTS** to identify the **Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym)** paragraph with the letter F:

F. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym): The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's ChildSupport Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.

- P. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE OF LEGAL REQUIREMENTS** to identify the following paragraph with the letter G:

G. Department of State Certifications: The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.

- Q. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE OF LEGAL REQUIREMENTS** to identify the **Compliance with Act No. 168-2000:** paragraph with the letter H:

H. Compliance with Act No. 168-2000: The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, better

known as "Law for the Strengthening of Family Support and Support for Older Persons".

- R. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE OF LEGAL REQUIREMENTS** to replace newly numbered **paragraph I Compliance with Act No. 1-2012, as amended , 3 L.P.R.A. § 1854, et seq.** with the following:

I. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, et seq.: The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.

- S. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE OF LEGAL REQUIREMENTS** to identify the following paragraph with the letter J:

J. The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical Standards of his profession and assumes responsibility for his actions.

- T. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE OF LEGAL REQUIREMENTS** to identify the **Consequences of Non-Compliance** paragraph with the letter K:

K. Consequences of Non-Compliance: The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading/ in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH all moneys received under this Agreement.

- U. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE OF LEGAL REQUIREMENTS** to add a new paragraph L as follows:

L. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.: The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, supra, known as the "Puerto Rico Workers' Accident Compensation Act".

- V. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE OF LEGAL REQUIREMENTS** to add a new paragraph M as follows:

M. Clause of Governmental Ethics Certification of Absence of Conflict of Interests. The CONTRACTOR certifies that: (1) No public servant of this executive agency has a pecuniary interest in this contract, purchase or commercial transaction.

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(2) No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value. (3) No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him (her), for any member of her family unit, or for any other person, business or entity, some of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

W. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE OF LEGAL REQUIREMENTS** to add a new paragraph **K** as follows:

J. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.: The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, supra, known as the "Puerto Rico Workers' Accident Compensation Act".

X. The Parties agree to replace **Article XXIII. EQUAL OPPORTUNITY, paragraph A** with the following:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Y. The Parties agree to replace **Article XXVI. SUSPENSION AND DEBARMENT**, with the following:

A. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONTRACTOR is required to verify that none of the

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CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

B. The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRDOH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Z. The Parties agree to replace **Article XXXIII. MODIFICATION OF AGREEMENT** with the following:

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both Parties, and its authorized representatives. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

However, PRDOH reserves the right to notify in writing to CONTRACTOR 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.

AA. The Parties agree to add a new **Article XLVII. CDBG-DR POLICIES AND PROCEDURES**, as follows:

XLVII. CDBG-DR POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the CONTRACTOR 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

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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.

BB. The Parties agree to add a new **Article XLVIII. PERFORMANCE WARRANTY**, as follows:

XLVIII. PERFORMANCE WARRANTY

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- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
 - (b) CONTRACTOR warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects.
 - (c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require CONTRACTOR, at its sole expense, to:
 - 1. repair or replace Deliverables that do not meet specifications;
 - 2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
 - 3. pay liquidated damages for any past due Deliverable; and
 - 4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

CC. The Parties agree to add a new **Article XLIX. CDBG-DR POLICIES AND PROCEDURES**, as follows:

XLIX. CDBG-DR POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the CONTRACTOR 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.

DD. The Parties agree to add a new **Article L. SOLID WASTE DISPOSAL ACT** as follows:

L. SOLID WASTE DISPOSAL ACT

1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements;
- or
- c. At a reasonable price.

2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3) Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:

- a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);
- b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EE. The Parties agree to add a new **Article LI. ORDER OF PRECEDENCE** as follows:

LI. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and the HUD General Provisions (**Attachment F**), the Scope of Services (**Attachment C**), the Cost Form (**Attachment D**), and lastly, the CONTRACTOR's quotation.

FF. The Parties agree to add a new **Article LII. RECAPTURE OF FUNDS**, as follows:

LII. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to CONTRACTOR 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. CONTRACTOR must refund such

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*recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to CONTRACTOR.*

GG. The Parties agree to add a new **Article LIII. OVERPAYMENT**, as follows:

LIII. OVERPAYMENT

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

HH. All other terms and conditions of the Agreement remain unchanged.

II. Each party represents that the person executing this Amendment A has the necessary legal authority to do so on behalf of the respective party.

II. CONSOLIDATIONS, MERGERS, OR DISSOLUTION

In the event that Contractor is consolidated or merged with another entity or agency, Contractor will notify PRDOH of such action within a **fifteen (15) day** period of being notified of it. PRDOH will have **fifteen (15) days** to state its position. With PRDOH's written approval, the Contractor must ensure that the resulting entity becomes responsible for Contractor's tasks under the Agreement, as amended. A timeframe of no more than **fifteen (15) days** from the date that any merger or consolidation becomes effective will be provided to make amendments or transitory changes, so that the tasks assigned to personnel at Contractor under the Agreement, as amended, are carried out by the resulting entity with little or no lapse in performance objectives and the ability to fulfill the scope of work for the program as outlined in Exhibits attached to the original Agreement. Contractor is to provide notice to any other agency or entity it may consider consolidating or merging with in advance, to advise and provide orientation on Contractor's duties under the Agreement, as amended, and make the survival or transfer of those tasks a condition to any merger, consolidation, or dissolution involving Contractor during the time span of the Agreement, as amended.

III. HEADINGS

The titles to the paragraphs of this Amendment are solely for reference purposes and the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

IV. FEDERAL FUNDING

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

V. 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 the Agreement, as amended, 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 the Agreement, as amended, 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.

VI. SUBROGATION

The Contractor acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and

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subject to Federal regulation, however, the Contractor 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 the Agreement, as amended.

VII. 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.

VIII. ENTIRE AGREEMENT

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

IX. SEVERABILITY

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

X. 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.

XI. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of the Agreement, as amended, related to the following subjects shall survive the termination or expiration of the Agreement, as amended: 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 the Agreement, as amended, shall so survive.

XII. GOVERNMENT CERTIFICATIONS

On March 12, 2020, the Governor of Puerto Rico declared an Island-wide state of emergency in response to the world pandemic of the virus Covid-19 through Executive Order OE-2020-20. On March 15th, the Governor established, through Executive Order OE-2020-23, a curfew and ordered social distancing for all citizens and the closure of all governmental operations, except those related to essential services until March 30, 2020. On March 30, 2020, the Governor of Puerto Rico executed Executive Order OE-2020-029 with the purpose of extending the duration of an Island-wide lockdown established by Executive Order OE-2020-23 until April 12, 2020, among other measures.

On April 12, 2020, the Governor of Puerto Rico executed Executive Order OE-2020-033 with the purpose of continuing the Island-wide lockdown established by Executive Order OE-2020-29 until May 3, 2020. On May 1, 2020, through OE-2020-038, the Governor

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extended the lockdown and specified that non-essential employees of Government agencies shall continue to work remotely until May 25, 2020.

On May 21, 2020, the Governor issued Executive Order OE-2020-041 extending the lockdown until June 15, 2020 and starting the reopening of certain sectors. Regarding the Government, employees, to the greatest extent possible, continue working remotely. However, from June 1, 2020, all human resources, finance, budget, and purchase departments shall commence their on-site work.

On June 12, 2020, the Governor issued Executive Order OE-2020-044 establishing a new lockdown until June 30, 2020. Regarding Government employees, these will continue working remotely, to the extent possible, and agencies are on the process of continuing the gradual and orderly return of employees to their duties. Only employees in positions of trust shall commence working on-site on June 16th.

On June 29, 2020, the Governor issued Executive Order OE-2020-048 for the purposes of extending the implemented lockdown until July 22, 2020, continuing the economic reopening, and establishing that career employees that are deemed necessary shall return to work on-site, among other related matters.

On July 16, 2020, the Governor issued Executive Order OE-2020-054 to adopt more restrictive measures to control the spread of COVID-19 in Puerto Rico and to extend the established lockdown until July 31, 2020.

On July 31, 2020, the Governor issued Executive Order OE-2020-060 extending the lockdown until August 15, 2020, as well as maintaining the restrictive measures implemented two weeks before.

On August 15, 2020, the Governor issued Executive Order OE-2020-061 extending the lockdown until August 21, 2020, as well as maintaining the restrictive measures implemented before.

Finally, on August 20, 2020, the Governor issued Executive Order OE-2020-062 extending the lockdown until September 11, 2020, as well as maintaining the restrictive measures implemented.

It is thus still difficult for citizens, including the Contractor, to obtain certain government certifications. Nonetheless, the Contractor understands that in order to maintain a contractual relationship with the PRDOH, it must submit the following certification:

1. Certificate of Good Standing (Department of State)
2. Certificate of Existence or Certificate of Authorization to do Business in Puerto Rico (Department of State)
3. Income Tax Filing Certification (Department of Treasury)
4. Debt Certification (Department of Treasury)
5. Certification of Filing of Sales and Use Tax (known as IVU) (Department of Treasury)
6. Debt Certificate for all Concepts (CRIM)
7. Certificate of Filing Income Tax for Movable Objects (CRIM)
8. Certificate of Registration as Employer and Debt Certification for Unemployment Insurance and Disability Insurance (Department of Labor and Human Resources)
9. Certificate of Registration as Employer and Debt Certification for Social Security Insurance for Drivers (Department of Labor and Human Resources)
10. ASUME Compliance Status Certificate
11. Corporate Resolution (if necessary)
12. Affidavit Act 2-2018

Considering the extenuating circumstances through which Puerto Rico and the World is going through, PRDOH will execute this Agreement conditioned to the submission of the aforementioned document within **sixty (60) days** of the lockdown being over, per the Comptroller of Puerto Rico's Circular Letter OC-20-20 authorization. **Failure to comply with the submission of the aforementioned documents may result in the withholding of reimbursements or the termination of this Agreement.**

IN WITNESS THEREOF the Parties here to executive this Amendment A in San Juan, Puerto Rico, on the above written date.

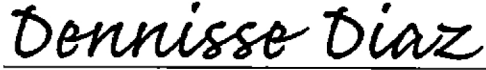
DEPARTMENT OF HOUSING



Luis C. Fernández Trinchet (Sep 9, 2020 17:33 EDT)

Luis C. Fernández Trinchet, Esq., CFA
Secretary

LINKACTIV, LLC.



Dennisse Díaz Mercado
Authorized Representative
DUNS Number: 132353827

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ATTACHMENT C
SCOPE OF SERVICES CLARIFICATION
CALL CENTER OPERATIONS SERVICES
Community Development Block Grant-DR (CDBG-DR)
CDBG-DR-RFP-2018-02

I. Scope of Services Clarification:

This document is intended to clarify that the Contractor can continue to perform the tasks contained in its Scope of Services, included as Attachment C of the Agreement. The above referenced tasks are extensive to activities leading to the development and approval of the Action Plan for the Community Development Block Grant for Mitigation (**CDBG-MIT**). The Contractor must execute the tasks observing compliance with PRDOH's policies and procedures.

This Scope of Services clarification, embedded in Amendment A of the Contractor's Agreement, does not constitute a change beyond the scope of the particular contract. The Contractor will continue essentially with the same performance.

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Amendment A to contract with Linkactiv (Call Center)

Final Audit Report

2020-09-09

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