



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

**AMENDMENT B to the  
SUBRECIPIENT AGREEMENT  
BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING  
AND  
PUERTO RICO NEIGHBORHOOD HOUSING SERVICES, CORP.**  
Contract Number 2020-DR0013  
As amended by Contract No. 2020-DR0013A



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This **AMENDMENT B TO THE SUBRECIPIENT AGREEMENT FOR HOUSING COUNSELING PROGRAM** (hereinafter, the "AMENDMENT B") is entered into this 27 day of May, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (the "PRDOH"), a public agency of the Government of Puerto Rico created under Act No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the "Department of Housing Organic Act" (the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, Esq., of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **PUERTO RICO NEIGHBORHOOD HOUSING SERVICES, CORP.** (the "SUBRECIPIENT"), a nonprofit corporation, with principal offices at Condominium el Ponce 274 Calle Canals local 201, San Juan, Puerto Rico, represented herein by its Executive Director, Blanca I. Vélez Beauchamp, of legal age, single, and resident of Carolina, 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 FIFTY THOUSAND DOLLARS (\$750,000.00); ACCOUNT NUMBER R01H12HCO-DOH-LM 4190-10-000**, registered as **Contract Number 2020-DR0013** (hereinafter, "**SUBRECIPIENT AGREEMENT**").

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

**WHEREAS**, on August 24, 2020, the Parties executed an Amendment A to the SUBRECIPIENT AGREEMENT, registered as Contract Number 2020-DR0013A, to amend Exhibit C – Key Personnel and Exhibit D – Budget (Section I and 2), as well as to conform the SUBRECIPIENT AGREEMENT to federal, state, and local regulations and statutes. Neither the amount, account, nor period of performance were modified in Amendment A.

**WHEREAS**, the parties intend to amend the SUBRECIPIENT AGREEMENT to modify the existing budget within the category of project delivery costs which consist of staffing, professional services, other operating and equipment, for cost-effectiveness and improvement to the quality of services.

**WHEREAS**, Exhibit C – Key Personnel and Exhibit D – Budget (Sections 1 and 2) are amended through this AMENDMENT B, as well as to conform the SUBRECIPIENT AGREEMENT to federal, state, and local regulations and statutes.

**WHEREAS**, this AMENDMENT B is not intended to affect, nor does it constitute an extinctive novation of the obligations of the parties under the SUBRECIPIENT AGREEMENT but it is

rather a modification and amendment of certain terms and conditions of the SUBRECIPIENT AGREEMENT;

**WHEREAS**, this AMENDMENT B does not affect the term nor the overall amount of the SUBRECIPIENT AGREEMENT.

**WHEREAS**, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, as amended, *supra*, the federal laws and regulations creating and allocating funds to the CDBG-DR program, and the current Action Plan, to issue and award the subaward, enter and perform under the executed SUBRECIPIENT AGREEMENT; and,

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth in the SUBRECIPIENT AGREEMENT, the PRDOH and the SUBRECIPIENT agree to execute this AMENDMENT B subject to the following:

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## TERMS AND CONDITIONS

### II. ATTACHMENT

The information included in this AMENDMENT B serves the purpose of modifying and amending certain terms and conditions under the SUBRECIPIENT AGREEMENT in addition to modifying the Exhibit C and Exhibit D described in Section II. ATTACHMENTS of the SUBRECIPIENT AGREEMENT. All other provisions of the SUBRECIPIENT AGREEMENT shall continue to be in full force and effect.

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### III. SCOPE OF AMENDMENT

The PRDOH and the SUBRECIPIENT have agreed to enter into this AMENDMENT B with the purpose of modifying certain sections of the existing agreement, as well as the Exhibit C (Key Personnel) and Exhibit D (Budget Section 1 and 2) of the SUBRECIPIENT AGREEMENT.

### IV. AMENDMENTS<sup>1</sup>

- A. **Exhibit C** (Key Personnel) of the SUBRECIPIENT AGREEMENT is being replaced by a modified **Exhibit C** (Key Personnel) hereto incorporated by reference into the SUBRECIPIENT AGREEMENT and made part of the Agreement (See Attachment 1 of this AMENDMENT B).
- B. **Exhibit D** (Budget Section 1 and 2) 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 SUBRECIPIENT AGREEMENT and made part of the Agreement (See Attachment 2 of this AMENDMENT B).
- C. All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written AMENDMENT B. Should any inconsistency appear between the Attachments and this AMENDMENT B, the latter shall prevail.
- D. The parties intend to amend **SECTION III. Scope of Work, E. Nonperformance Standard** clause of the SUBRECIPIENT AGREEMENT, with the following:

E. Nonperformance Standard

*If at the end of the **six (6) months** from the Effective Date, as defined in **Section V** of this Agreement, the Program activity has not begun or at any time during the term the Program activity has not accomplished the performance objectives set forth by the PRDOH in **Exhibit B** ("Timelines and Performance Goals"), the PRDOH may, at its sole discretion, terminate this*

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<sup>1</sup> For easier review, Amendments will appear in *italics* throughout the document.

Agreement, de-obligate funds made available under this agreement, and/or recapture funds previously expended by the Subrecipient under this agreement from non-federal funds. No contract extensions shall be granted unless the Subrecipient can document circumstances beyond its control that prevented start of the activity. The PRDOH shall review the properly filed and documented circumstances which are alleged to have prevented the initiation of activity and exclusively reserves the right to decide if an extension is warranted, relative to the reasons stated as well as the prevailing circumstances.

- E. The parties intend to amend **Section VI. Budget, C. Program Income** clause of the SUBRECIPIENT AGREEMENT, with the following:

C. Program Income

PRDOH reserves the right to authorize the Subrecipient to retain Program Income<sup>2</sup> to be used in eligible program activities as described in this Agreement. The Subrecipient shall notify PRDOH, within **twenty four (24) hours** of receipt, of any Program Income generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income (as defined at 24 C.F.R. § 570.500) generated by activities carried out with the CDBG-DR Funds must be returned to PRDOH if retention of such is not previously authorized by PRDOH. Program Income is subject to all applicable CDBG-DR laws, regulations and PRDOH's policies and procedures for so long as it exists. Any interest earned on cash advances from the U.S. Treasury or interest paid on CDBG funds held in a revolving fund account is not Program Income and shall be remitted promptly to the PRDOH for transmittal to the U.S. Treasury no less frequently than annually.

All Program assets, other than Program Income (property, equipment, etc.), if any, shall revert to PRDOH upon termination of this Agreement in accordance with applicable Federal, laws, regulations, HUD Notices, policies, and guidelines.

PRDOH will later notify the Subrecipient in writing the applicable procedures for the return or reversion of Program Income and Program assets to the PRDOH, and such notification shall be deemed incorporated by reference to this Agreement.

<sup>2</sup> Footnote related to the amended clause that appears as well in the original SUBRECIPIENT AGREEMENT:

As defined in section VI(A)(19)(a) of the HUD Notice 83 Fed. Reg. 5844, 5856 (February 9, 2018, as may be amended by HUD), Program Income is:

[...] gross income generated from the use of CDBG-DR funds, except as provided in subparagraph (d) of this paragraph, and received by a State or a Subrecipient of a State."  
[...]

Program income includes, but is not limited to, the following: (a) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG-DR funds; (b) Proceeds from the disposition of equipment purchased with CDBG-DR funds; (c) Gross income from the use or rental of real or personal property acquired by a State, local government, or Subrecipient thereof with CDBG-DR funds, less costs incidental to generation of the income (i.e., net income); (d) Net income from the use or rental of real property owned by a State, local government, or Subrecipient thereof, that was constructed or improved with CDBG-DR funds; (e) Payments of principal and interest on loans made using CDBG-DR funds; (f) Proceeds from the sale of loans made with CDBG-DR funds; (g) Proceeds from the sale of obligations secured by loans made with CDBG-DR funds; (h) Interest earned on program income pending disposition of the income, including interest earned on funds held in a revolving fund account; (i) Funds collected through special assessments made against nonresidential properties and properties owned and occupied by households not low- and moderate-income, where the special assessments are used to recover all or part of the CDBG-DR portion of a public improvement; (j) Gross income paid to a State, local government, or a Subrecipient thereof, from the ownership interest in a for profit entity in which the income is in return for the provision of CDBG-DR assistance.

- F. The parties intend to update Section VIII. NOTICES clause of the SUBRECIPIENT AGREEMENT, as follows:

CDBG-DR Grantee:

William O. Rodríguez Rodríguez, Esq.  
Secretary  
Puerto Rico Department of Housing  
Puerto Rico Department of Housing  
606 Barbosa Ave.  
Juan C. Cordero Dávila Bldg.  
San Juan, PR 00918

- G. The parties intend to amend **SECTION IX. AMENDMENT AND TERMINATION, B. Suspension or Termination, 7. Period of Transition** clause of the SUBRECIPIENT AGREEMENT, with the following:

*7. Period of Transition*

Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), Subrecipient agrees to make himself available to assist the PRDOH with the transition of services assigned to Subrecipient by the PRDOH. Subrecipient shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the Subrecipient will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

- H. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, P. Single Audit** clause of the SUBRECIPIENT AGREEMENT, with the following:

*P. Single Audit*

The Subrecipient must be audited as required by 2 C.F.R. part 200, subpart F, when the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. §200.501 - Audit requirements. Once said threshold is reached or exceeded, the Subrecipient shall notify the PRDOH and shall report that event in the corresponding monthly progress report, as provided in Part VI - Performance, Monitoring, and Reporting, Subpart B (Reporting) of this Agreement.

The Subrecipient shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. §200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. §200.512 - Report submission, as stated in 2 C.F.R. §200.508(a) – Auditee responsibilities.

Among other relevant provisions, the Subrecipient shall comply with: (a) the Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and; (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

- I. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, T. Nondiscrimination** clause of the SUBRECIPIENT AGREEMENT, with the following:

T. Nondiscrimination:

The Subrecipient shall comply with 24 C.F.R. part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. § 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 C.F.R. part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. part 146, which implement the Age Discrimination Act for HUD programs.

The Subrecipient shall ensure that all CDBG-DR activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.<sup>3</sup>

- J. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS**, of the SUBRECIPIENT AGREEMENT, to add a new subsection **BB**, as follows:

BB. Disaster Relief Account

Pursuant to Federal Register Vol. 85, No. 17, 85 FR 4681 (January 27, 2020), PRDOH must comply with an additional requirement imposed by an Order of October 26, 2017, granted by the United States District Court for the District of Puerto Rico, as may be amended from time to time. As required by the Order, grant funds or disaster relief funds received by the Commonwealth of Puerto Rico or other Non-Federal

<sup>3</sup> Footnote added to the amended clause:

Follow the link for document access at the CDBG-DR Website: <https://cdbg-dr.pr.gov/en/download/fair-housing-and-equal-opportunity-fheo-policy-for-cdbg-dr-programs/>.

Entities (as defined by 2 C.F.R. §200.69) shall be deposited solely into a Disaster Relief Account.

As a result thereof, under the terms of the beforementioned Court order and under the conditions of this Agreement, any and all CDBG-DR/MIT funds subawarded by PRDOH to its Subrecipients shall be deposited into a new, separate, non-co-mingled, unencumbered account held in the name of the Subrecipient. The funds shall be used solely for eligible activities. Further, the Subrecipient shall provide and make available to PRDOH any and all documentation related to such account.

- K. The parties agree to incorporate the following clause as Section XI of the SUBRECIPIENT AGREEMENT:

**XI. FORCE MAJEURE**

*In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the Subrecipient shall be liable to the other party for nonperformance during the conditions created by such event.*

*The Subrecipient shall notify, as soon as possible, the PRDOH of the occurrence of the Force Majeure event and describe in reasonable detail, the nature of the Force Majeure event.*

- L. The parties agree to eliminate **SECTION XXXII. MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR & THE OFFICE OF MANAGEMENT AND BUDGET.**
- M. The parties agree that the existing Section XI of the SUBRECIPIENT AGREEMENT shall be renumbered to become **Section XII. INDEPENDENT CONTRACTOR**. Moreover, the parties acknowledge that all sections thereafter shall be renumbered sequentially as follows:

**XIII. ASSIGNMENT**

[...]

**XIV. SECTION HEADINGS AND SUBHEADINGS**

[...]

**XV. WAIVER**

[...]

**XVI. GOVERNING LAW JURISDICTION**

[...]

**XVII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS**

[...]

**XVIII. BYRD ANTI-LOBBYING AMENDMENT, 31 § U.S.C. 1352**

[...]

**XIX. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS**

[...]

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**XX. NO OBLIGATION BY THE FEDERAL GOVERNMENT**  
[...]

**XXI. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**  
[...]

**XXII. BANKRUPTCY**  
[...]

**XXIII. ENTIRE AGREEMENT**  
[...]

**XXIV. MODIFICATION OF AGREEMENT**  
[...]

**XXV. BINDING EFFECT**  
[...]

**XXVI. ASSIGNMENT OF RIGHTS**  
[...]

**XXVII. NON-WAIVER**  
[...]

**XXVIII. COUNTERPARTS**  
[...]

**XXIX. ETHICS CLAUSE**  
[...]

**XXX. NON- CONVICTION**  
[...]

**XXXI. HEADINGS**  
[...]

**XXXII. ACT. NO. 18 OF OCTOBER, 1975, AS AMENDED, 2 L.P.R.A. SECS. 97-98**  
[...]

**XXXIII. COMPLIANCE OF LAW**  
[...]

**XXXIV. SUBROGATION**  
[...]

**XXXV. ENTIRE AGREEMENT**  
[...]

**XXXVI. CONSOLIDATIONS, MERGERS, OR DISSOLUTION**  
[...]

**XXXVII. SEVERABILITY**  
[...]

**XXXVIII. CDBG-DR POLICIES AND PROCEDURES**  
[...]

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**XXXIX. FEDERAL FUNDING**

[...]

**XL. RECAPTURE FUNDS**

[...]

**XLI. OVERPAYMENT**

[...]

**XLII. SURVIVAL OF TERMS AND CONDITIONS**

[...]

- N. The parties intend to amend the renumbered and renamed **Section XXXVII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, AND DISSOLUTIONS** of the SUBRECIPIENT AGREEMENT, with the following:

A. Consolidation or Merger

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days prior to the effective date** of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations,

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tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

C. Dissolution

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution becoming effective, and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

- O. The parties intend to amend renumbered **SECTION XXXIV. CDBG-DR POLICIES AND PROCEDURES** in order to clarify that the original reference to the Subrecipient Management Guide is no longer accurate. The beforementioned policy was revised and finally adopted by the name of Subrecipient Management Policy. The amended clause shall read as follows:

**XXXIV. CDBG-DR POLICIES AND PROCEDURES**

In addition to what is established in this Agreement, the Grantee shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Subrecipient Management Policy, 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](http://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.

**V. SEVERABILITY**

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

**VI. SECTION HEADINGS AND SUBHEADINGS**

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

#### VII. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this AMENDMENT B to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this AMENDMENT B and any subsequent amendment hereto. The services object of this AMENDMENT B may not be invoiced or paid until this AMENDMENT B 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.

#### VIII. ENTIRE AGREEMENT

The SUBRECIPIENT AGREEMENT, as amended, constitutes the entire agreement among the PARTIES for the use of funds received under the SUBRECIPIENT AGREEMENT, as amended, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the PARTIES with respect to the SUBRECIPIENT AGREEMENT, as amended.

#### IX. FEDERAL FUNDING

The fulfillment of the SUBRECIPIENT 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 SUBRECIPIENT AGREEMENT, as amended, must be made in accordance with the SUBRECIPIENT AGREEMENT, as amended, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, the SUBRECIPIENT acknowledges that all funds are subject to recapture and repayment for non-compliance.

**IN WITNESS THEREOF**, the PARTIES hereto execute this AMENDMENT B in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR Grantee**

By: William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (May 27, 2021 19:39 EDT)

Name: William O. Rodríguez Rodríguez, Esq.  
Title: Secretary

#### SUBRECIPIENT

By: Blanca Velez Beauchamp  
Blanca Velez Beauchamp (May 27, 2021 08:45 EDT)

Name: Blanca I. Vélez Beauchamp  
Title: Executive Director  
DUNS Number: 072065845



# EXHIBIT C

## KEY PERSONNEL

### 1. PUERTO RICO NHS CORP – KEY PERSONNEL

2.  
Below is the Staffing Plan for the CDBG-DR PRNHS **Housing Counseling** Program which reflects a combination of existing employees or new hired employees dedicated for the CDBG-DR **Housing Counseling** Program.

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Role	Description
Executive Director	Is devoted to ensuring CDBG-DR Housing Counseling Program success, from a functional perspective, and for all activities and deliverables strictly related to CDBG-DR. The ED will overview service delivery, amendments, procurements, budgeting and any administrative situation that is needed. ED is the primary contact and authorized person to submit or approve any administrative procedures, purchases or requirements from PRDOH or HUD.
Program Director	As a lead of the CDBG-DR HCP program compliance, staff supervision, marketing and outreach strategies, client management system management and reporting (HUD 9902) as well as PRDOH performance reporting. Has the responsibility to supervise counseling services and manage CDBG-DR HCP. The PD will also address issues related to the staff and/or clients and will serve as a direct assessment point between PR NHS, PRDOH and the intermediary agency (Horne). The PD will overview Staff timesheets before submitting them to PRDOH. If needed, The Program Director, will conduct counseling, intake, and attend calls from potential clients to provide orientation of services under HCP.
Senior Housing Counselor	Is a certified Housing Counseling specialist in one on one counseling and group education. Only devoted to CDBG-DR, will be in charge of implementing the HCP Training for new staff, Review and updating education material, Quality Control procedures and reporting to Program Director on any issues with staff or any of the data management systems.

<b>Housing Counselors</b>	The counselor is in charge of attending all the CDBG-DR HCP participants after they are referred, provide one on one follow up assistance, serve as an intermediary with the mortgage institutions, and conduct the workshops on any of the specific housing or financial topics. They are able to provide orientation and if I needed to complete the intake process. They are required to report all tasks to the Senior Housing Counselor and Program Director.
<b>Intake Specialists</b>	These individuals will have the first contact with the CDBG-DR HCP participants. They will attend the calls, hear the claim of the person, and evaluate which of the programs fits best the needs of the participant. Is a certified staff member in charge of following up calls, setting up client/counselor appointments and gathering client information to upload to the electronic database programs.
<b>Educator Resources</b>	This is a qualified professional that is responsible for developing and carrying out assigned CDBG-DR programs group education workshops and any program related supporting documentation. They are also responsible for offering program orientation and updating workshop content as needed. This person will be allowed to attend calls from potential clients in order to provide verbal orientation of the services in HCP.
<b>Program Accountant</b>	Is in charge of exclusively Overseeing Housing Counseling Program Procurement Procedures along with ED, Administrative Reports, invoicing as well as required program budget reports. If needed, the Program Accountant will be in charge of submitting any Exhibit D, budget amendments along with the ED.
<b>Administrative Official</b>	<p>Under CDBD-DR HCP, the administrative official is in charge of providing technical support to all counselors, intake specialists and program leads under CDBG-DR HCP. He/She will assist the program director in retrieving service metrics like online course evaluation forms and organizing online education and quality control tools for continuous program compliance, monitoring staff Timesheets, organizing required documentation for payroll and making sure all purchase procedures provided by HUD are followed step by step.</p> <p>He/She will also assist ED and Accountant in overseeing amendments, procurements, purchases and all Program budget related tasks is will also assist staff individually with internal technical troubleshooting related to CDBG-DR HCP services (Webinars, online video calling, remote setup assistance, client management schedule tools etc.)</p> <p>If needed, this person will be allowed to attend calls in order to provide orientation of the services in HCP.</p>

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Marketing & Outreach	Is in charge of raising awareness exclusively of the CDBG-DR Housing Counseling program by educating, developing strategic relationships and marketing strategies along with PRDOH guidelines. The Marketing and Outreach coordinator, will develop the programs press releases, brochures, social media content and other marketing materials as well as attend press conferences or media activities. This person will be allowed to attend calls from potential clients in order to provide verbal orientation of the services in HCP.
Hearing Impaired Intepreter	Will directly assist CDBG-DR HCP clients with hearing impairments. Will translate in HCP services video marketing and other needed audiovisual content needed and related to CDBG-DR. This person will be allowed to attend video calls from potential clients in order to provide orientation of the services in HCP.

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# EXHIBIT D – SECTION 1

## BUDGET

### 1. PUERTO RICO NHS CORP BUDGET

### 2. DESCRIPTION SERVICES

The budget description below shows PRNHS operations, professional services, tasks and materials of the Housing Counseling Services under the CDBG-DR grant. The funds awarded will cover outreach and marketing, training and staff preparations, Housing Counseling program implementation as provided in the work plan, compliance audit and reporting in the effort of attending up to 1,750 participants of low, very low and extremely low population.

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#### I. STAFFING

Hourly rates and salaries are in accordance with the regulations of the PR Department of Labor. Fringe benefits are included in hourly rate and are under the 2 CFR 200.431 guidelines.

Staff Members under CDBG-DR Housing Counseling Program (Task Description is provided in the Work Plan and in Exhibit C – Key Personnel)

- 1 Executive Director
- 1 Program Director
- 1 Senior Housing Counselor
- 3 Housing Counselors
- 1 Program Accountant
- 1 Administrative Official
- 2 Intake Specialists
- 1 Intake Specialist Part Time
- 1 Educator Resources
- 1 Marketing and Outreach
- 1 Hearing Impaired Interpreter

#### II. PROFESSIONAL SERVICES

All professional services rendered by persons who are professionals or have a special skill related to the needs and services of the Housing Counseling Program and who are not part of PRNHS regular staff. (CFR 200.457)

These are a variety of resources that will complete tasks related only for CDBG-Dr HCP purposes, including but not limited to; Hearing impaired assistance, training facilitators, legal advice and other specialized personnel

**Technical Assistance:** These are a variety of resources, including; Hearing impaired assistance, training facilitators, financial capability coaching, and other specialized personnel.

**Legal Services:** Costs for all legal advice, documentation and expenses exclusively related to CDBG-DR.

**3. OTHER OPERATING**

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**Workshop Supplies:** Assumes the cost of the materials given to the participants such as Disaster Preparedness Backpacks. Although these can include marketing and outreach material, it is not a requirement to do so. PRNHS will show that the backpacks are an integral part of the HCP disaster preparedness education workshops and counseling. These will be given only to clients in compliance and registered under CDBG-DR authorized Client Management System.

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**Training:** In order to maintain HUDs Housing counselors certifications staff must enroll in continuous education. These costs include the training preparation costs and HUD Housing Counselor Certification Exam costs.

**Marketing & Outreach:** Assumes the cost of marketing resources, social media outreach push sponsorship and other expenses directly related to CDBG-DR HCP.

**Travel:** As regulated by CFR 200.474; Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two. PRNHS can do the purchase through a travel agency, after undergoing all PRDOH Procurement procedures.

**4. EQUIPMENT**

**Computer Equipment:** Assumes the costs of Desktop computers and laptops, including warranty for the duration of the agreement. Only for the use of CDBG-DR Housing Counseling Program

**Audio | Visual:** Assumes the cost for speakers, projector monitors, projector screens, adapters and cables required. Only for the use of CDBG-DR Housing Counseling Program

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Budget Detail  
Housing Counseling Program

Subrecipient Name: Puerto Rico Neighborhood Housing Services, Corp.				
Position	Qty. of Resources	Max. Hours per month per Resource	Hourly Rate	New Total Proposed
Executive Director	1	80	\$70.00	\$ 97,125.00
Program Director	1	160	\$40.00	\$ 66,120.00
Senior Housing Counselor	1	160	\$35.00	\$ 61,950.00
Housing Counselor	3	160	\$27.50	\$ 170,550.60
Housing Counselor - part time *	1	80	\$25.00	\$ 11,065.00
Program Accountant	1	35	\$40.00	\$ 12,290.00
Intake Specialist	2	160	\$20.00	\$ 57,920.86
Intake Specialist - part time	1	80	\$20.00	\$ 9,600.00
Case manager*	1	160	\$14.00	\$ 7,570.50
Administrative Official	1	160	\$27.50	\$ 26,400.00
Technical Assitant *	1	64	\$25.00	\$ 7,731.25
Accounting Assistant *	1	64	\$25.00	\$ 9,002.50
Educator Resources	1	70	\$25.00	\$ 31,670.25
Hearing Impaired Interpreter	1	45	\$60.00	\$ 16,200.00
Marketing & Outreach	1	65	\$38.00	\$ 20,280.00
Total Cost:				\$605,476

\*Case manager position will be eliminated, but will only include funds to cover expenses until June 2020.

\* Technical Assistant and Accounting Assistant position will be eliminated, but will only include funds to cover expenses until February 2021.

\*Amount is considering the expenses incurred until February 2021 and the remaining 6 months of the contract

Part Time Housing counselor has been modified to full time

PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Technical Assistance	Training facilitators, <b>workshop</b> facilitators, hearing impaired services, financial capability coaching and other related services	\$12,000
Legal Services	All legal advice and legal documentation preparations and expenses.	\$6,200
Total Budget for Services to be Contracted:		\$18,200

OTHER OPERATING

Item Name	Item Description	Budget
Workshop Supplies	Supplies for workshops for clients and backpacks for disaster preparedness.	\$19,050
Trainings	Orientation and skills development	\$13,000
Marketing	Outreach	\$11,080
Travel	All travel, transportation, milleage and per diem costs	\$26,393
Operating Overhead - ICR	De Minimis 10%	\$38,724
Total Expenses Budget:		\$108,247

EQUIPMENT

Item Name	Item Description	Budget
Computer Equipment	Desktop, laptops	\$13,068
Audio/Visual	Projectors & screen, audio speakers for CDBG conference room	\$5,009
Total Expenses Budget:		\$18,077

Actual amount	\$749,999.97
Original amount	\$750,000.00
Delta	\$0.03









# PR Neighborhood Housing Services Corp Amendment B

Final Audit Report

2021-05-27

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