



GOVERNMENT OF PUERTO RICO  
Department of Housing



COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)  
**AMENDMENT A**  
TO  
AGREEMENT FOR HOUSING COUNSELING PROGRAM  
Contract No. 2020-DR0015

This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT FOR HOUSING COUNSELING PROGRAM** (this "First Amendment"), is entered into as of the 21 day of February, 2020, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** ("PRDOH"), a public agency and instrumentality of the Government of Puerto Rico, created under Act No. 97, dated June 10, 1972, as amended, the Department of Housing Organic Act ("Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by, Luis C. Fernández Trinchet, attorney, of legal age, single, and resident of Guaynabo Puerto Rico, in his capacity as Secretary; and Corporación de Desarrollo Económico, Vivienda y Salud (hereinafter the "Subrecipient"), with principal offices at #68 Calle Puro Girau, Arecibo, Puerto Rico, herein represented by Nilsa López Rivera, in her capacity as President, Founder, and CEO, of legal age, single, and resident of Arecibo, Puerto Rico collectively the "Parties."

**RECITALS**

**WHEREAS**, the PRDOH and the Subrecipient entered into an Agreement, which was registered under Contract No. 2020-DR0015, to provide recovering residents with wrap-around educational services to promote understanding of housing and financial options such as: financial literacy education, homebuyer counseling, credit repair counseling, mitigate default/foreclosure proceedings, among others.

**WHEREAS**, the PRDOH will pay the Subrecipient for allowable Housing Counseling Program ("the Program") activities performed during the term of the Agreement a maximum amount not to exceed **SEVEN HUNDRED FORTY NINE THOUSAND, NINE HUNDRED NINETY NINE DOLLARS AND NINETY EIGHT CENTS (\$749,999.98); Account Number: R01H12HCP-DOH-LM 4190-10-000.**

**WHEREAS**, the Agreement shall be in effect and enforceable between the parties from the date of its execution. The term of the Agreement will be for a performance period of **TWENTY FOUR (24) months**, ending in August 12, 2021. This Amendment does not affect the term nor the amount of the Agreement.

**WHEREAS**, the parties wish to amend the Agreement and become subject to the terms of the Agreement and this First Amendment (**Attachment 1** of this Amendment).

**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 acknowledge, the parties hereby agree as follows:

**I. Amendment:<sup>1</sup>**

- A. The parties intend to replace the **Exhibit D – Section 2- Budget** of the Agreement. The New **Exhibit D – Section 2- Budget** is incorporated into the Agreement by reference and is hereby made part of the Agreement. (**Attachment 2** of this Amendment).

<sup>1</sup> Amendments will appear in *italics* for easier review.

- B. The parties intend to **replace** Section V. Effective Date and Term, A. Contract Extensions with the following:

A. *Contract Extensions:*

*PRDOH may, at its sole discretion, extend the Agreements term for an additional two (2) terms of **twelve (12) months**, upon mutual written agreement of the parties. The term of this agreement shall not exceed a period of **five (5) years**, including options for renewal or extension. Likewise, the term of this Agreement cannot exceed the lifetime of the initial Grant Agreement, unless the term of the initial Grant Agreement is extended by HUD.*

- C. The parties intend to replace CDBG-DR Grantee's contact information in Section VIII. NOTICES with the following:

CDBG-DR Grantee: Hon. Luis C. Fernández Trinchet  
Puerto Rico Department of Housing  
606 Barbosa Ave.  
Juan C. Cordero Building  
Río Piedras, PR 00918

- D. The parties intend to **replace** Section IX. Amendment and Termination, B. Suspension or Termination, 1. Termination for Cause (a) 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 statuses, regulations, executive orders, and HUD guidelines, PRDOH's program guidelines, policies or directives as may become applicable at any time.*

- E. 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, (A) General Compliance** to add the following paragraph at the end:

*The Municipality 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](http://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.*

- F. The parties intend to **add** the following paragraph at the end of **Section X. Compliance with Federal Statutes, Regulations, and the Terms and Conditions of the Federal Award and Additional PRDOH Requirements, A. General Compliance:**

*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](http://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.*

G. The parties intend to **replace** the following Section X. Compliance with Federal Statutes, Regulations and the Terms and Conditions of the Federal Award and Additional PRDOH Requirements, Y. Conduct, (1) Contracts, with the following:

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 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](http://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 contract related to this Agreement and CDBG0DR 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.*

H. The parties intend to **add** a new subsection (Z) to Section X. Compliance with Federal Statutes, Regulations and the Terms and Conditions of the Federal Award and Additional PRDOH Requirements:

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.*

- 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**, to add a new subsection **(AA)** (a) as follows:

*AA. Citizen Grievances*

*a. If the Municipality receives any complaint or grievance, it shall refer said complaint or grievance immediately to the PRDOH CDBG-DR Program so that PRDOH may respond appropriately.*

- J. All other terms and conditions of the Agreement remain unchanged.
- K. 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. 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.

**III. 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, the Municipality acknowledges that all funds are subject to recapture and repayment for non-compliance.

**IV. RECAPTURE OF FUNDS**

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

**V. OVERPAYMENT**

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

**VI. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS**

In the event that participating entities are consolidated or merged with another entity or agency, Subrecipient 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, Subrecipient must ensure that the resulting entity becomes responsible for Subrecipient's tasks under this legal agreement. 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 Subrecipient under this Agreement 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 provide notice to any other agency or entity it may consider consolidating or merging with in advance, to advise and provide orientation on Subrecipient's duties under this Agreement and make the survival or transfer of those in

**Attachments D and E.** Subrecipient is to tasks a condition to any merger, consolidation, or dissolution involving Subrecipient during the time span of this Agreement.

**VII. 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.

**VIII. SUBROGATION**

The Municipality 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 subject to Federal regulation, however, the Municipality 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.

**IX. 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.

**X. 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.

**XI. 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.

**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.

**XIII. 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.

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

**DEPARTMENT OF HOUSING**

**CORPORACIÓN DE DESARROLLO  
ECONÓMICO, VIVIENDA Y SALUD  
(CODEVYS)**

  
\_\_\_\_\_  
**Luis C. Fernández Trinchet**

Secretary

Tax ID No. 660-55-8579

  
\_\_\_\_\_  
**Nilsa López Rivera**

President, Founder, and CEO

Tax ID. No. 66-0653561

DUNS: 832277342



**GOVERNMENT OF PUERTO RICO**  
**Department of Housing**

Attachment 1

January 16, 2020

**Maytte Texidor, Esq.**  
CDBG-DR Legal Director

**Fernando Gil, Esq.** *tlcv*  
Secretary Department of Housing

**Dennis González, PE MEM** *DG*  
Disaster Recovery Deputy Secretary

**Amendment to Sub-recipient Agreement Program(s)**

In August 2019, the Puerto Rico Department of Housing ("DOH") executed a subrecipient agreement with CORPORACION DESARROLLO ECONOMICO VIVIENDA Y SALUD (CODEVYS) for the CDBG-DR Housing Counseling Program ("the Program"). The contract was executed as follows:

- CORPORACION DESARROLLO ECONOMICO VIVIENDA Y SALUD (CODEVYS) | Contract 2020-DR0015.....\$749,999.98

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. The approved budget is included herein as **Attachment 1**.

*J*  
*df*  
The staff of CORPORACION DESARROLLO ECONOMICO VIVIENDA Y SALUD (CODEVYS) proposes an adjustment to their staffing line based upon an involuntary error during the preparation of their budget. The proposed change decreases the existing maximum hours per month of three (3) staff positions and increases in the position's hourly rates.

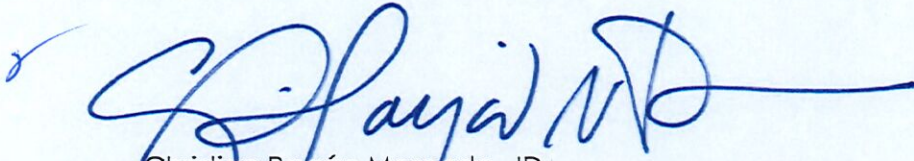
In addition to the amendment to the staffing within the budget, CORPORACION DESARROLLO ECONOMICO VIVIENDA Y SALUD (CODEVYS) proposed the following adjustments to the other equipment and operating categories:

- Increase approved equipment budget by \$4,000.00 bringing this budget line item to \$13,100.00.
- Decrease approved travel budget by \$4,000.00 reducing this line item to \$15,200.00.

The proposed amended budget is included herein as **Attachment 2**.

The amendment recommended herein does not affect overall amount assigned to CORPORACION DESARROLLO ECONOMICO VIVIENDA Y SALUD (CODEVYS). Therefore, it does not require approval of the Financial Oversight and Management Board for Puerto Rico under their Contracts Policy.

If you should have any questions or doubts, feel free to contact me at your convenience.

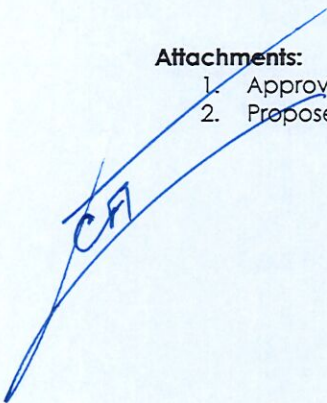


Christian Pagán Mercado, JD  
Assistant Deputy Secretary for Disaster Recovery  
CDBG-DR Program

**CC: Marezia Diaz, Esq.**  
Director of Disaster Recovery

**Attachments:**

1. Approved Contract Budget
2. Proposed Amended Budget





**EXHIBIT D - SECTION 2 - BUDGET**

<b>Grant:</b>		<b>CDBG-DR</b>	
<b>Contractor:</b>		<b>Corporación Desarrollo Económico Vivienda y Salud (CODEVys), Inc.</b>	
<b>Program:</b>		<b>Housing Counseling</b>	
<b>DRGR Activity Code:</b>			
<b>Cost Type</b>	<b>Chart of Accounts Code</b>	<b>Activity Description</b>	<b>CONTRACT Budget</b>
<b>ADMINISTRATION</b>			\$ -
<b>PLANNING</b>			\$ -
<b>PROJECT</b>			\$ 749,999.98
<b>Project</b>			
<b>TOTAL COSTS</b>			\$ -
<b>PROJECT ACTIVITY DELIVERY COSTS</b>			
Staff (personnel)		Hourly rates and salaries for eight staff members.	\$ 534,791.58
Professional Services		Professional services for technical services and accounting services.	\$ 15,600.00
Other Operating Expenses		Operational costs associated with delivery and implementation activities.	\$ 180,858.40
Equipment		Software, computer, office equipment, etc.	\$ 18,750.00
<b>TOTAL COSTS</b>			\$ 749,999.98
<b>GRAND TOTAL</b>			\$ 749,999.98

*[Handwritten signature]*  
*[Handwritten initials]*

# Budget Detail

## Housing Counseling

Subrecipient Name: *Corporación Desarrollo Económico Vivienda y Salud (CODEVYS), Inc.*

### STAFFING

Position	Qty. of Resources [A]	Max. Hours per month per Resource [B]	Hourly Rate [C]	Max. Monthly Cost [D=AxBxC]
Program Manager	1	172	\$26.72	\$4,596.67
Finance Manager	1	172	\$13.25	\$2,278.81
Coordinator/Foreclosure Counselor	1	172	\$20.09	\$3,455.85
Housing Counselor	3	172	\$16.61	\$8,571.07
Intake	1	172	\$11.88	\$2,043.40
Maintenance	1	172	\$7.77	\$1,337.17
Total Maximum Monthly Cost:				\$22,282.98
Total Cost for 2 Years (24 Months):				\$534,791.58

### PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Technical Assistance	Budget assumes a n I/T professional contracted at a rate of \$300/month for on call services on technical issues and equipment.	\$6,600.00
Audit Services	Accounting Services for the preparation of the entity's single audit.	\$9,000.00
Total Budget for Services to be Contracted:		\$15,600.00

### OTHER OPERATING

Item Name	Item Description	Budget
Operating Overhead	Utilities-Assumes a monthly utility cost of \$1,500/month for each office. This is a not to exceed item.	\$36,000.00
	Office Supplies	\$10,320.00
	Office Space Rent/Maintenance. Assumes a monthly rent of \$3,000 for two offices per month for the full 24 months of the SRA. This is a not to exceed item.	\$72,000.00
	Telephone/Internet/Fax/mobile telephone for staff-Assumes a monthly cost of \$860/month.	\$20,640.00
	Printing/Marketing Material, for the program.	\$6,600.00
	Lease agreement of photocopier; Assumes a monthly lease of \$300per office per month.	\$7,200.00
Insurance	Insurance required for contracts and endorsements.	\$8,898.40
Travel	Travel expenses for the staff that will visit clients, meetings required by the program	\$19,200.00
Total Expenses Budget:		\$180,858.40

### EQUIPMENT

Item Name	Item Description	Budget
Software	Acquisition of Software applications, programs that run on a device, as the variable part of the computer and hardware.	\$3,000.00
Computer Equipment	Acquisition of office equipment: computers, and accessories.	\$9,100.00
Office Equipment	Acquisition of office equipment: Office furnitures (chairs, desk, desk,phones)	\$6,650.00
Total Expenses Budget:		\$18,750.00

<b>Number</b>	<b>Area/Topic</b>
2 CFR 200.431	Compensation—fringe benefits
2 CFR 200.459	Professional service costs
2 CFR 200.474	Travel Costs
2 CFR 200.94	Supplies
2 CFR 200.453	Materials and supplies costs, including costs of computing devices
2 CFR 200.20	Computing devices
2 CFR 200.58	Information technology systems
2 CFR 200.13	Capital Expenditures
2 CFR 200.33	Equipment
2 CFR 200.89	Special purpose equipment
2 CFR 200.48	General purpose equipment
2 CFR 200.2	Acquisition cost
2 CFR 200.12	Capital assets
2 CFR 200.439	Equipment and other capital expenditures.
2 CFR 200.465	Rental Cost for real property and equipment

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**EXHIBIT D - SECTION 2 - BUDGET**

<b>Grant:</b>	CDBG-DR		
<b>Contractor:</b>	Corporación Desarrollo Económico Vivienda y Salud (CODEVyS), Inc.		
<b>Program:</b>	Housing Counseling		
<b>DRGR Activity Code:</b>			
<b>Cost Type</b>	<b>Chart of Accounts Code</b>	<b>Activity Description</b>	<b>CONTRACT Budget</b>
ADMINISTRATION			\$ -
PLANNING			\$ -
PROJECT			\$ 749,999.98
<b>Project</b>			
<b>TOTAL COSTS</b>			\$ -
<b>PROJECT ACTIVITY DELIVERY COSTS</b>			
Staff (personnel)		Hourly rates and salaries for eight staff members.	\$ 534,791.58
Professional Services		Professional services for technical services and accounting services.	\$ 15,600.00
Other Operating Expenses		Operational costs associated with delivery and implementation activities.	\$ 176,858.40
Equipment		Software, computer, office equipment, etc.	\$ 22,750.00
<b>TOTAL COSTS</b>			\$ 749,999.98
<b>GRAND TOTAL</b>			\$ 749,999.98

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# Budget Detail

## Housing Counseling

Subrecipient Name: *Corporación Desarrollo Económico Vivienda y Salud (CODEVYS), Inc.*

### STAFFING

Position	Qty. of Resources [A]	Max. Hours per month per Resource [B]	Hourly Rate [C]	Max. Monthly Cost [D=AxBxC]
Program Manager	1	68.8	\$ 66.81	\$ 4,596.53
Finance Manager	1	86	\$ 26.50	\$ 2,279.00
Coordinator/Foreclosure Counselor	1	172	\$ 20.09	\$ 3,455.85
Housing Counselor	3	172	\$ 16.61	\$ 8,571.07
Intake	1	172	\$ 11.88	\$ 2,043.40
Maintenance	1	156.573	\$ 8.54	\$ 1,337.13
Total Maximum Monthly Cost:				\$22,282.98
Total Cost for 2 Years (24 Months):				\$534,791.58

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Total Expenses Budget:		\$176,858.40

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Office Equipment	Acquisition of office equipment: Office furnitures (chairs, desk, desk,phones)	\$6,650.00
Total Expenses Budget:		\$22,750.00

<i>Number</i>	<i>Area/Topic</i>
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2 CFR 200.33	Equipment
2 CFR 200.89	Special purpose equipment
2 CFR 200.48	General purpose equipment
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2 CFR 200.12	Capital assets
2 CFR 200.439	Equipment and other capital expenditures.
2 CFR 200.465	Rental Cost for real property and equipment

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