



**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY  
BLUE ROOF SURVEY PROGRAM**

**AMENDMENT C TO THE SUBRECIPIENT AGREEMENT  
BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING  
AND THE**

**CORPORACIÓN DESARROLLO ECONÓMICO VIVIENDA Y SALUD (CODEVYS), INC.**



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This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "**AMENDMENT C**") is entered into this 13 day of April, 2022, 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, dated June 10, 1972, as amended, known as the "Department of Housing Organic Act" (hereinafter, the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **CORPORACIÓN DESARROLLO ECONÓMICO VIVIENDA Y SALUD (CODEVYS), INC.** (hereinafter, the "**SUBRECIPIENT**"), a corporation with principal offices at Arecibo, Puerto Rico, represented herein by its President, Founder and CEO, Nilsa López Rivera, of legal age, single, and resident of Arecibo, Puerto Rico; collectively the "Parties".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on August 25, 2021, the Parties entered into a Subrecipient Agreement under the **Blue Roof Survey Program** (hereinafter, the "**PROGRAM**"), Contract No. 2022-DR0125, for **three hundred fifty-three thousand five hundred seventy-four dollars and zero cents (\$353,574.00)**, with a four (4) months period of performance ending in December 25, 2021 (hereinafter, the "**AGREEMENT**").

**WHEREAS**, the **AGREEMENT** was amended on October 19, 2021, via **AMENDMENT A**, Contract No. 2022-DR0125A, to amend the **Exhibit C** (Key Personnel) and **Exhibit D** (Budget) of the **AGREEMENT**.

**WHEREAS**, the **AGREEMENT** was amended on December 22, 2021, via **AMENDMENT B**, Contract No. 2022-DR0125B, to extend the period of performance of the **AGREEMENT** to April 30, 2022. The Budget allocated to the **SUBRECIPIENT** remained unaltered.

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

**WHEREAS**, the Parties acknowledge and agree that this **AMENDMENT C** is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the **AGREEMENT**.

**WHEREAS**, the **PRDOH** has the legal power and authority, in accordance with its enabling statute, the Organic Act, 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 this **AMENDMENT C**.

**WHEREAS**, the **SUBRECIPIENT**, has duly adopted the Resolution dated July 19, 2021, authorizing the **SUBRECIPIENT** to enter into this **AMENDMENT C**. The **SUBRECIPIENT** has agreed to enter into this **AMENDMENT C** with the **PRDOH**, and by signing this **AMENDMENT**

C, the SUBRECIPIENT assures PRDOH that the SUBRECIPIENT shall comply with all the requirements described herein.

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

## TERMS AND CONDITIONS

### II. ATTACHMENTS

The information included in this AMENDMENT C serves the purpose of modifying and amending **Exhibit A** (Scope of Work), **Exhibit C** (Key Personnel), **Exhibit D** (Budget), **Exhibit E** (Funds Certification), and **Exhibit G** (Subrogation and Assignment Provisions) of the AGREEMENT. The modified or updated versions of the aforementioned exhibits are incorporated by reference into the AGREEMENT via this AMENDMENT C. All provisions of the original AGREEMENT shall continue to be in full force and effect, as amended by this AMENDMENT C.

### III. SCOPE OF AMENDMENT

The Parties acknowledge and agree that this AMENDMENT C principally entails a modification of the Budget allocated to the SUBRECIPIENT to undertake its activities under the PROGRAM. The Budget is being increased to **five hundred forty-nine thousand two hundred forty-six dollars and zero cents (\$549,246.00)**, as shown in the modified versions of the **Exhibit D** (Budget) and the **Exhibit E-I** (Funds Certification) hereto incorporated by reference to the AGREEMENT. Moreover, as stated before, modified or updated versions of the **Exhibit A** (Scope of Work), **Exhibit C** (Key Personnel), and **Exhibit G** (Subrogation and Assignment Provisions) are also incorporated by reference to the AGREEMENT via this AMENDMENT C.

### IV. AMENDMENTS

- A. **Exhibit A** (Scope of Work) of the AGREEMENT is being replaced by a modified **Exhibit A** (Scope of Work) hereto incorporated by reference into the AGREEMENT. The modified **Exhibit A** extends the services provided under the AGREEMENT to properties tied to the Home Repair, Reconstruction, or Relocation Program (R3 Program). (See **Attachment I** of this AMENDMENT C).
- B. **Exhibit C** (Key Personnel) of the AGREEMENT is being replaced by a modified **Exhibit C** (Key Personnel) hereto incorporated by reference into the AGREEMENT and made part of the AGREEMENT. The modified **Exhibit C** includes additional roles to be fulfilled by the SUBRECIPIENT'S staff. (See **Attachment II** of this AMENDMENT C).
- C. **Exhibit D** (Budget) of the AGREEMENT is being replaced by a modified **Exhibit D** (Budget) hereto incorporated by reference into the AGREEMENT and made part of the AGREEMENT. The Budget is being increased by **one hundred ninety-five thousand six hundred seventy-two dollars and zero cents (\$195,672.00)** for a modified total of **five hundred forty-nine thousand two hundred forty-six dollars and zero cents (\$549,246.00)**. (See **Attachment III** of this AMENDMENT C).
- D. **Exhibit E** (Funds Certification) of the AGREEMENT is being amended to incorporate an additional modified **Exhibit E-I** (Funds Certification) hereto incorporated by reference into the AGREEMENT and made part of the AGREEMENT. **Exhibit E-I** certifies the availability of the additional funds allocated for the AGREEMENT, as amended. (See **Attachment IV** of this AMENDMENT C).

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- E. **Exhibit G** (Subrogation and Assignment Provisions) of the AGREEMENT is being replaced by a modified **Exhibit G** (Subrogation and Assignment Provisions) hereto incorporated by reference into the Agreement and made part of the Agreement. The modified version of **Exhibit G** contains the updated legal citations of the statutes cited throughout **Exhibit G**. (See **Attachment V** of this AMENDMENT C).

**V. SEVERABILITY**

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

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**VI. SECTION HEADINGS AND SUBHEADINGS**

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

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**VII. COMPTROLLER REGISTRY**

The PRDOH shall remit a copy of this AMENDMENT C to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this AMENDMENT C and any subsequent amendment hereto. The services object of this AMENDMENT C may not be invoiced or paid until this AMENDMENT C 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 AGREEMENT, as amended, constitutes the entire agreement among the Parties for the use of funds received under the 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 AGREEMENT, as amended.

**IX. 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 SUBRECIPIENT acknowledges that all funds are subject to recapture and repayment for non-compliance.

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SIGNATURES ON THE FOLLOWING PAGE**

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

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

William O. Rodríguez Rodríguez

By: William O. Rodríguez Rodríguez (Apr 13, 2022 14:58 EDT)

Name: Hon. William O. Rodríguez Rodríguez, Esq.

Title: Secretary

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**CORPORACIÓN DESARROLLO ECONÓMICO VIVIENDA Y SALUD (CODEVYS), INC.  
CDBG-DR SUBRECIPIENT**

Nilsa López Rivera

By: \_\_\_\_\_

Name: Nilsa López Rivera

Title: President, Founder and CEO



## EXHIBIT A

### SCOPE OF WORK

#### BLUE ROOF SURVEYS

#### CORPORACIÓN DESARROLLO ECONOMICO VIVIENDA Y SALUD (CODEVYS), INC.

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The Puerto Rico Department of Housing (PRDOH) is in the process of determining a precise quantity of homes remaining with a tarp roof, or that at some point after the Hurricanes had a blue roof installed and remain with damages to the roof. The data will feed a new disaster recovery program to be implemented by PRDOH with the help of Subrecipients.

PRDOH has established the following Scope of Work for the Agreement between PRDOH and **Corporación Desarrollo Económico Vivienda y Salud** (the "Subrecipient"), as part of the Community Development Block Grant for Disaster Recovery (CDBG-DR) Program.

The Scope of Work consists of the provision of staff to perform a site survey to preliminarily identify properties with storm damage. PRDOH will provide access to a mobile application for the Subrecipient to log the results of the surveys performed at properties. As part of the survey, and if available, the Subrecipient will also conduct an interview to household members at each of the properties inspected.

PRDOH will provide funding to the Subrecipient to complete the following tasks:

##### **Task 1. Procurement of Inspectors through Professional Services (Optional)**

**Activity:** Should the subrecipient opt to fill some inspector positions through staff contracted by means of professional service contracts, the Subrecipient shall conduct a procurement process to fill those positions. Inspector positions through professional services may be contracted by the Subrecipient under a time and materials contract structure or under a unit price per survey contract structure. The procurement process shall be conducted in compliance with the procurement requirements for Subrecipients established in PRDOH's policies.

##### **Task 2. Inspections/Surveys Coordination**

**Activity:** The PRDOH will assign locations to the Subrecipient for site inspections/surveys to be performed. The Subrecipient must coordinate site visits by inspectors to the locations assigned in order to confirm the presence of a tarp roof or the remaining need for roof repairs to properties.

Location assignments will be made through the PRDOH's Blue Roof Survey Application. The Subrecipient will be able to create inspection teams within the Application. These inspection teams will be composed of an inspector coordinator and one (1) or more inspectors. The inspector coordinator will be responsible for assigning locations to inspectors, following up with the inspectors to ensure that all locations assigned are visited, and for reviewing the surveys submitted the inspectors once locations are visited.

##### **Task 3. Inspections/Surveys Performance**

**Activity:** The Subrecipient's inspectors will receive location assignments from their assigned inspector coordinators. Inspectors will be responsible for

arriving at the assigned locations and performing a visual inspection of the property. As part of this visual inspection, the inspector should identify:

- Photos of the location
- Presence of a tarp roof
- If the home's roof still needs repairs
- The Municipality of the location
- The latitude and longitude coordinates of the location
- The material of construction of the property
- The type of property (e.g. detached single-family, attached housing unit, module home, manufactured home, trailer home, commercial building, etc.)
- Quantity of stories for the location

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Additionally, while on site the inspector will attempt to interview a household member at the location. The interview will serve to collect data on:

- Race
- Ethnicity
- Age
- Gender
- Household size
- Quantity of adults
- Quantity of minors
- Disabilities
- Income
- Property configuration (physical address, quantity of bedrooms, and quantity of bathrooms)
- Ownership or rental of the property
- Primary residence at the time of the storm(s)
- Previous monetary assistance received

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Interviews will only be conducted by inspectors if a household member is available at the time of the site visit. If no household member is available at the time of the site visit, the inspector will leave a "visit notice" at the property with contact information of the Subrecipient and a Survey Key. The purpose of this notice is to provide instructions to household members to contact the Subrecipient in order to complete the interview portion of the survey that could not be completed on site due to no household member being available for an interview at the time of the visit. Calls from household members for interview purposes will be received by a Customer Service Representative under the Subrecipient's team. Surveys may be completed by the Subrecipient within **ten (10) days** of the site inspection with no interview to a household member or immediately after completing the interview to a household member.

Locations are assigned to the Subrecipient based on a preliminary list of potential blue roofs identified by PRDOH across the island. Nonetheless, during the commute to assigned locations inspectors may identify a property with a blue roof that is not in the PRDOH's preliminarily identified locations. Under these circumstances the inspector will manually add a new location and complete the survey for it.

Additional locations are assigned to the Subrecipient based on a list of Home Repair, Reconstruction, and Recovery (**R3**) Program Applicants across the island. Note some locations from the R3 list are not geographically identified. Participant contact information will be provided to Subrecipients for those locations without geographical information for site visit coordination. Under these circumstances the inspector will manually add a new location and complete the survey for it.

#### **Task 4. Training**

**Activity:** The Subrecipient will be responsible to participate in mandatory sessions of training of the following topics:

- a) PRDOH Blue Roof Survey Application Training
- b) Others, as requested by PRDOH

#### **Task 5. Reporting**

**Activity:** The Subrecipient will be responsible to submit monthly reports to the PRDOH to inform status of tasks, work progress, and financial status (e.g. total funds, funds incurred, funds invoiced, funds disbursed, etc.) of the Agreement between the parties by project. Each report must be prepared in compliance with PRDOH's reporting requirements.

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#### **Task 6. Invoicing**

**Activity:** The Subrecipient will be responsible to submit monthly invoices for reimbursement of costs regarding internal staff or contracted services. Each invoice must be prepared in compliance with PRDOH's invoicing requirements. The PRDOH will not reimburse the Subrecipient for work performed by employees without an authorization before performing work.

**END OF DOCUMENT**



# EXHIBIT C

## KEY PERSONNEL

### BLUE ROOF SURVEYS

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### CORPORACIÓN DESARROLLO ECONOMICO VIVIENDA Y SALUD (CODEVYS), INC.

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The following table shows the Key Personnel staffing plan for the **Corporación Desarrollo Económico Vivienda y Salud** (the "Subrecipient") that will be participating in the Blue Roof Surveys as part of the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. This information reflects a combination existing employees, newly hired employees, or professional services staff that will be participating on the Survey.

I. Staff positions

[A] Name of Staff Position (Subrecipient Self-Performed Services or Professional Services)
Inspector Coordinator
Inspector
Customer Service Representative

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**II. Staff positions Roles Description:**

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Name of Position	Role Description
Inspector Coordinator	<ul style="list-style-type: none"> <li>• Will assign locations to inspectors within the Subrecipient's Team by planning the most efficient route to the properties.</li> <li>• Will validate Inspector Submitted Surveys for locations assigned; and change their status from Submitted to Completed or Returned.</li> <li>• Will make any necessary changes in location assignments after initial assignment to an Inspector.</li> <li>• <b>Will prepare and submit monthly reports to the PRDOH to inform status of tasks, work progress, and budget</b></li> <li>• <b>Will be responsible of ensuring that any tasks associated to reporting and invoicing in compliance with the SRA for this project.</b></li> </ul>
Inspector	<ul style="list-style-type: none"> <li>• Will receive location assignments on a daily basis; drive to the assigned location; and, using their mobile phones, complete the Surveys for the locations assigned.</li> <li>• <b>Will conduct calls to owners of locations to obtain physical address and coordinate site visits.</b></li> <li>• If an interview cannot be completed for a specific location, will leave a "flyer" at the property with the Survey Key and phone number of the Subrecipient for the owner/renter to call if interested in completing the interview.</li> <li>• Surveys can be completed while offline, nonetheless, the Inspector should, at minimum once per day, sync up with the system to get on his mobile phone the locations assigned and send to the server the Surveys completed.</li> </ul>
Customer Service Representative	<ul style="list-style-type: none"> <li>• Will receive calls from owners/renters of locations for which the Inspector could not complete an interview and left a "flyer" in order to perform the interview and complete the survey, if the owner/renter decides to participate in the interview.</li> <li>• <b>Will conduct calls to owners of locations to obtain physical address for the Inspector's visit.</b></li> </ul>

**III. Notes:**

1. Staff positions names, in column [A], are generic names assumed to designate roles to Subrecipient's staff, therefore these position names may not necessarily coincide to current positions within Subrecipient's roster of employees.
2. Subrecipient may use one or more of its employees for each of the approved staff positions, therefore the maximum budget shall consider the summary of payroll costs for employees authorized for the position.
3. Subrecipient may recruit new employees to fill-in staff positions included in column [A] that are not occupied at the start date of this agreement. Subrecipient may also fill Inspectors staff positions in column [A] with staff contracted through professional services.
4. Subrecipient shall require to each staff position daily time entry reports with a description of work performed during the report period. An exemption to this rule may apply only to the Inspector positions that are contracted through professional services by the Subrecipient under a unit price basis.
5. The total authorized available budget for all of the Subrecipient's staff positions will be established in Budget Exhibit of this SRA.

**END OF DOCUMENT**



## EXHIBIT D

### BUDGET

#### BLUE ROOF SURVEYS

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#### CORPORACIÓN DESARROLLO ECONOMICO VIVIENDA Y SALUD (CODEVYS), INC.

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##### 1. Total Allocation and Authorized Budget

- a) The Puerto Rico Department of Housing (PRDOH) designated to the CORPORACIÓN DESARROLLO ECONOMICO VIVIENDA Y SALUD (CODEVYS), INC. (the "Subrecipient") a total allocation amount of **Five Hundred Forty-Nine Thousand Two Hundred Forty-Six Dollars (\$549,246.00)** for the Blue Roof Surveys.
- b) The maximum authorized budget provides for **eight (8) months** of services. The Subrecipient will have immediate access the first **seven (7) months** of budget and will require prior authorization from PRDOH to access the last month of budget.

##### 2. Distribution of Authorized Maximum Budget

- a) The maximum budget amount shall be distributed in the following three (3) items:

Item Id	Item Name:	Maximum Authorized Budget
1	Subrecipient Self-Performed Services	\$ 99,746.00
2	Professional Services (Contracted)	\$ 434,500.00
3	Mileage, Lodging, Tolls, and Per-Diem & Insurance (Reimbursement)	\$ 15,000.00

**Total Authorized Budget: \$ 549,246.00**

##### 3. Budget Re-Distribution

- a) The Subrecipient may request in writing to the PRDOH a re-distribution of the Maximum Authorized Budgets shown above without exceeding the Total Authorized Budget.
- b) The PRDOH will evaluate the re-distribution request to validate purpose and balance of funds, and if determined the re-distribution is in benefit for the Program and the balance of funds is validated, the PRDOH will provide written authorization to the Subrecipient. Until the written authorization is submitted by the PRDOH, the redistribution cannot be considered as authorized.
- c) This re-distribution of funds as described here shall be considered binding and will not require an amendment to this SRA.

**END OF DOCUMENT**



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

Exhibit E-I

**Contract Code:** 2609-c  
**Type:** Change Order A\_V2  
**Original Registered Code:** 2022-DR0125

**CERTIFICATION OF FUNDS**

Requested on behalf: CDBG-DR Director

The Finance Division certifies the availability of the following funds:

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**Contracting Of:** CORP. DESARROLLO ECONOMICO VIVIENDA Y SALUD, INC.  
**Source of Funds:** 14.228 CDBG Funds  
**For:** Amendment C to 2022-DR0215 - Blue Roof Surveys  
**Amount:** \$195,672.00

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The breakdown and grant of the certified funds is as follows:

Grant	Area / Project	Activity Code	Category Description	Account	Amount
B-18-DP-72-0001	Housing - R3	r02p06pmp-doh-na	P - Program Subsidy	6090-01-000	\$195,672.00
					<u>\$195,672.00</u>

The above distribution of funds is subject to changes and will be allocated in accordance with the executed agreement within the parties

If you have any questions, feel free to contact us at (787)274-2527.

Cesar Candelario Signed Date - 03/16/2022  
Electronic Approval  
Budget Manager

Nilda Baez Signed Date - 03/17/2022  
Electronic Approval  
Finance Director



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## EXHIBIT G

### SUBROGATION AND ASSIGNMENT PROVISIONS

#### BLUE ROOF SURVEYS

#### CORPORACIÓN DESARROLLO ECONOMICO VIVIENDA Y SALUD (CODEVYS), INC.

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**1. General Provisions.**

- a) The Parties acknowledge that the following provisions of this Exhibit are hereto incorporated by reference and made an integral part of the aforementioned Subrecipient Agreement as **Exhibit G**.
- b) Changes in the provisions of this Exhibit will require an amendment to the Subrecipient Agreement. Such amendment would result in the incorporation by reference of a modified **Exhibit G** to the Subrecipient Agreement.

**2. Subrogation and Assignment Relating to Funds Received from the Puerto Rico Department of Housing Blue Roof Surveys.**

- a) These provisions are incorporated into the Subrecipient Agreement in consideration of the commitment by PRDOH to evaluate Subrecipient's application for the award of disaster assistance funds (the "**Application**") or the Subrecipient's receipt of CDBG-DR disaster recovery funds (the "**Grant Proceeds**") under the Program being administered by PRDOH.
- b) Subrecipient understands and acknowledges that the Program is subject to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. §§ 5121-5207 (the "**Act**") and that, under such Act, the Subrecipient may only receive assistance to the extent that the Subrecipient has a disaster recovery need that is not fully met by insurance or other forms of disaster assistance. Subrecipient further acknowledges that these provisions are intended to ensure that Subrecipient does not receive duplicate benefits available to the Subrecipient from another source, for the same purposes as the Grant Proceeds provided under the Program, and that, any assistance determined to be duplicative must be deducted from the Program's calculation of the Subrecipient's total need prior to awarding assistance.
- c) Subrecipient hereby subrogates and assigns to PRDOH any and all of Subrecipient's future rights to, and any interest Subrecipient may have in, any reimbursement and all payments received or subsequently received from any grant, loan, insurance policy or policies of any type (each individually, a "**Policy**" and collectively, the "**Policies**"), or under any subsidy, reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("**FEMA**"), insurance payments, or any other federal, state or local government agency (each, individually, a "**Disaster Program**" and collectively, the "**Disaster Programs**") to the extent of all Grant Proceeds paid or to be paid under the Program and that are determined, in the sole discretion of PRDOH or its designated agent, to be a duplication of benefits ("**DOB**"). Any payments referred to in this paragraph, whether they are from Policies, FEMA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein

as "**Proceeds**"; any Proceeds that are determined to be a DOB shall be referred to herein as "**DOB Proceeds**".

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- d) Subrecipient agrees that, in the event that Subrecipient receives additional Proceeds related to disaster recovery that are not listed on the Duplication of Benefits Certification submitted in connection with the Application, Subrecipient will notify the PRDOH within **ten (10) working days** of receipt of the funds by sending a written notification to [HousingCDBG@vivienda.pr.gov](mailto:HousingCDBG@vivienda.pr.gov). PRDOH will, in turn determine, in its sole discretion, if such Proceeds constitute DOB Proceeds. If any of the Proceeds are determined to be DOB Proceeds, the Subrecipient shall pay PRDOH the DOB Proceeds, to be disbursed as provided in Section 3 of this Agreement.

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**3. Cooperation and Further Documentation.**

- a) If PRDOH elects to pursue any of the claims Subrecipient has or may have under any Policies, Subrecipient agrees to assist and cooperate with PRDOH. Subrecipient's assistance and cooperation shall include, but shall not be limited to, allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the PRDOH. Subrecipient also agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Assistance Program.
- b) If requested by PRDOH, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better subrogate and assign to PRDOH (to the extent of the Grant Proceeds paid to Subrecipient under the Program) the Policies, any amounts received under the Disaster Assistance Programs that are determined to be DOB Proceeds and/or any rights thereunder. Subrecipient further agrees to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the PRDOH to consummate and make effective the purposes of these provisions.
- c) Subrecipient expressly allows and authorizes PRDOH to request information from any company with which Subrecipient holds or held any insurance policy or policies of any type, any other company or entity -public or private- from which the Subrecipient has applied for or is receiving assistance (such as FEMA, or others), or any non-public or confidential information determined by PRDOH, in its sole discretion, to be reasonably necessary to monitor/enforce its interest in the rights subrogated and assigned to it under this Agreement, and grant consent to such company or entity to release said information to the PRDOH.

**4. Agreement to Turn Over Proceeds; Future Reassignment.**

- a) If Subrecipient (or, to the extent permitted by superior loan documents, any lender to which DOB Proceeds are payable) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to PRDOH, if Subrecipient received Grant Proceeds under the Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.
- b) In the event that Subrecipient receives or is scheduled to receive any Proceeds not listed on its Duplication of Benefits Certification ("**Subsequent Proceeds**"), Subrecipient shall pay such Subsequent Proceeds directly to the PRDOH, and PRDOH will determine the amount, if any, of such Subsequent Proceeds that are

DOB Proceeds ("**Subsequent DOB Proceeds**"). Subsequent Proceeds shall be disbursed as follows:

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- (i) If Subrecipient has received full payment of the Grant Proceeds, Subrecipient shall remit any Subsequent DOB Proceeds to PRDOH. PRDOH shall return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.
  - (ii) If Subrecipient has received no payment of the Grant Proceeds, PRDOH shall reduce the payment of the Grant Proceeds to Subrecipient by the amount of the Subsequent DOB Proceeds and shall return all Subsequent Proceeds in excess of the Subsequent DOB Proceeds to Subrecipient.
  - (iii) If Subrecipient has received a portion of the Grant Proceeds, the following shall occur: (A) PRDOH shall reduce the remaining payments of the Grant Proceeds and return Subsequent DOB Proceeds in such amount to the Subrecipient; and (B) Subrecipient shall remit any remaining Subsequent DOB Proceeds to PRDOH. PRDOH shall also return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.
  - (iv) If the PRDOH makes the determination that Subrecipient does not qualify to participate in the Program or Subrecipient decides not to participate in the Program, PRDOH shall return the Subsequent Proceeds to Subrecipient, and the Agreement shall terminate.
- c) Once PRDOH has recovered an amount equal to the Grant Proceeds paid to Subrecipient, PRDOH will reassign to Subrecipient any rights given to PRDOH pursuant to these provisions.

**5. Miscellaneous.**

- a) Subrecipient hereby represents that all statements and representations made by Subrecipient regarding any Proceeds are true and correct, as of the date of the issuance of the Grant Proceeds.
- b) In any proceeding to enforce these provisions, PRDOH shall be entitled to recover all costs of enforcement, including PRDOH's attorney fees.
- c) The parties hereto each waive the right to have any judicial proceeding concerning any of the provisions hereof tried by a jury.
- d) Neither these provisions, nor any portion or provisions hereof may be changed, waived, or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by all parties hereto and approved by PRDOH.
- e) These Subrogation and the rights and obligations of the parties shall be governed and construed in accordance with federal law and the laws of the Government of Puerto Rico without giving effect to conflict of law provisions. Any action arising out of or related to this Subrogation and Assignment provisions shall be brought within the Government of Puerto Rico.
- f) The captions of the various sections of this Subrogation and Assignment provisions have been inserted only for the purpose of convenience; such captions are not a part of the Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any provisions of this Subrogation.
- g) Subrecipient acknowledges that making a false, fictitious, or fraudulent statement or representation in this agreement is punishable under State and Federal law (18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729), and shall constitute a separate criminal offense each time a public benefit is fraudulently received.

- h) Subrecipient acknowledges that they have been informed and understand the penalties for making a materially false or misleading statement to obtain CDBG-DR funds under the Program or any other of the PRDOH's Programs.

**END OF DOCUMENT**

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# AMENDMENT C\_CONTRACT NO 2022-DR0125

Final Audit Report

2022-04-13

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