



COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
AMENDMENT A
TO
AGREEMENT FOR HOUSING COUNSELING PROGRAM
Contract No. 2020-DR0011



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT FOR HOUSING COUNSELING PROGRAM** (this "First Amendment"), is entered into as of the 12 day of November, 2019, 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 its Secretary, Hon. Fernando A. Gil-Enseñat, of legal age, attorney, married, and resident of Guaynabo, Puerto Rico; **ONE STOP CAREER CENTER OF PUERTO RICO, INC.** (hereinafter, the "SUBRECIPIENT"), a nonprofit corporation, with principal offices at 839 Calle Añasco, Suite 3, San Juan, Puerto Rico, represented herein by its Executive Director, Carmen G. Cosme Pitre, of legal age, single, and resident of San Juan, Puerto Rico, collectively the "Parties".

RECITALS

WHEREAS, the PRDOH and the SUBRECIPIENT entered into an Agreement, which was registered under Contract No. 2020-DR0011, 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..

am **WHEREAS**, the PRDOH designated, for allowable Housing Counseling Program ("the Program") activities performed during the term of this Agreement, a maximum amount not to exceed **SEVEN HUNDRED AND FORTY NINE THOUSAND SIX HUNDRED THIRTY NINE AND FORTY THREE CENTS (\$749,639.43); ACCOUNT NUMBER R01H12HCP-DOH-LM 4190-10-000.**

WHEREAS, this agreement shall be in effect and enforceable between the parties from the date of its execution. The term of this Agreement will be for a performance period of twenty-four (24) months, ending in August 12, 2021.

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

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

WHEREAS, the SUBRECIPIENT proposes the creation of staff positions within the organization rather than the planned activity of procuring professional services for intake and housing counselors. This Amendment will transfer the amount allocated for these positions from professional services to staffing and remove the requirement of a procurement process/expediting the hiring process.

WHEREAS, in addition to the Amendment to the staffing and professional services categories within the budget, the SUBRECIPIENT proposed the other adjustments to the other operating and equipment categories

Signature

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

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

I. AMENDMENTS¹

A. **Exhibit D – Section 1 - Budget** of the Agreement is being **replaced** by a modified **Exhibit D – Section 1 - Budget** and **Exhibit D – Section 2 - Budget** hereto incorporated by reference into the Agreement and made part of the Agreement. (See Attachment A)

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 Agreement's 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** Section IX. Amendment and Termination, B. Suspension or Termination, 1. Termination for Cause (a) with the following:

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

D. 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) which are herein included and made integral part of this Agreement, as it may be updated from time to time."

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

F. 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. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in this Amended Agreement should be and is inserted

¹ For easier review, Amendments will appear in *italics* and in "quotes" throughout this document.

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herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this Agreement 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.

III. SUBROGATION

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

IV. 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 the 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.

V. ENTIRE AGREEMENT

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The Agreement and this Amendment constitute 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.

VI. CONSOLIDATIONS, MERGERS, OR DISSOLUTION

In the event that Subrecipient is 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, the 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 the Agreement, as amended, are carried out by the resulting entity with little or no lapse in performance objectives and the ability to fulfill the scope of work for the program as outlined in Exhibits attached to the original Agreement. Subrecipient is to provide notice to any other agency or entity it may consider consolidating or merging with in advance, to advise and provide orientation on Subrecipient's duties under the Agreement, as amended, and make the survival or transfer of those tasks a condition to any merger, consolidation, or dissolution involving Subrecipient during the time span of the Agreement, as amended.

VII. 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 this Agreement must be made in accordance with the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR Program, and any other

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applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for non-compliance.

VIII. RECAPTURE OF FUNDS

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

IX. OVERPAYMENT

Subrecipient 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. Subrecipient shall reimburse such disallowed costs from funds other than those Subrecipient received under the Agreement, as amended.

X. 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.

XI. 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 Agreement is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Agreement shall be null and void.

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

IN WITNESS THEREOF the parties hereto executive this Amendment A in San Juan, Puerto Rico, on the above written date.

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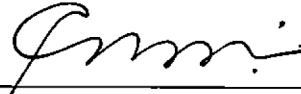
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DEPARTMENT OF HOUSING

**ONE STOP CAREER CENTER OF PUERTO
RICO, INC**

fm.


Hon. Fernando A. Gil-Enseñat
Secretary



Carmen G. Cosme Pitre
Executive Director
DUNS Number: 126801104

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EXHIBIT D-SECTION 1**BUDGET****ONE STOP CAREER CENTER OF PR, INC, - HOUSING COUNSELING PROGRAM BUDGET****DESCRIPTION SERVICES**

During the CDBG-DR-NOFA-2018-01 duration (24 months). One Stop Career Center of PR, Inc. (OSCC) will provide housing counseling services (one-on-one counseling and formal training sessions) to residents in the municipalities of Caguas, Cidra, Comerio, Humacao, Juncos, Las Piecfras, Maunabo, Pafillas, San Lorenzo, Vieques, Yabucoa (as well as refer those walk-in client into PRDOH or Program Manager to be qualified for the Program) affected by hurricanes Irma and Maria. These services may cover topics such as, but not limited to: Tenant rights; The home buying process; How to maintain a home or homeowner education; Budgeting; Identifying and reporting predatory lending practices; Rights for persons with disabilities; Foreclosure prevention and mitigation; Relocation; Disaster preparedness and recovery; Homeless services; Financial literacy; The importance of maintaining good credit; and Other Housing Counseling Agency eligible disaster recovery services as discussed in the HUD Housing Counseling Disaster Recovery Toolkit.

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

According to the approved (by HUD) current Action Plan, Puerto Rico intends to undertake a Housing Counseling Program. The focus of the Program is to provide recovering residents with wrap-around educational services to promote understanding of housing and financial options. As Housing Counseling Disaster Recovery Toolkit¹ "HUD suggests that a single housing counselor might assist 40 - 200 families with an individualized assessment, action plan and housing solution over the course of a two-year program. As an extremely rough estimate, the total cost of housing counseling can range from \$600 to \$1,875". With OSCC, proposed services to include Executive Director (is liaison with stakeholders and provide linkage agreements with key stakeholders. Also, ED provides general oversight, lead outreach efforts and project guidance), Program Director (implementing and supervising the Housing Counseling Service Program for CDBG-DR. Also, PD will ensure compliance with all applicable law, grant agreement and organizational policies.) four (2 per office Caguas and Humacao) full-time Housing Counselors (will provide housing counseling to program participants, two full-time Intake Counselor (will be in charge of informing and / or contacting the

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participant about the program requirements, completing the intake form in Client Management System with participant information, coordinating counseling sessions and assisting in the follow-up of clients). Client Management System Supervisor (will be responsible for review, manage and supervise that participants' information receiving housing counseling services meets the requirements of HUD, CDBG-DR and PRDOH programs so that reports can be generated) the Housing Counselor could focused in provide the knowledge required to assist more client on an effective way. The Intake Counselor will provide the contacts need it (and clerical work) to maintain the participants engage and the Program in compliance with HUD, CDBG-DR and PRDOH requirements.

¹ <https://www.hudexchange.info/resources/documents/Housing-Counseling-Disaster-Program-Guide.pdf>

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EXHIBIT D - SECTION 2 - BUDGET

Grant:	CDBG-DR
Contractor:	One Stop Career Center of PR, Inc.
Program:	Housing Counseling
DRGR Activity Code:	

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

PLANNING			\$ -
TOTAL COSTS			\$ -

PROJECT			\$ 749,639.43
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Project			
TOTAL COSTS			\$ -

PROJECT ACTIVITY DELIVERY COSTS			
STAFFING		Hourly rates and salaries for ten staff members.	\$641,660.45
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 OneStop regular staff.	\$18,000.00
OTHER OPERATING		Operational costs associated with delivery and implementation activities.	\$82,978.98
EQUIPMENT		Computer software and photocopiers.	\$7,000.00
TOTAL COSTS			\$ 749,639.43
GRAND TOTAL			\$ 749,639.43

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Budget Detail (Amended)

Housing Counseling

Subrecipient Name: One Stop Career Center of PR, Inc.

STAFFING

Position	Qty. of Resources [A]	Max. Hours per month per Resource [B]	Hourly Rate [C]	Max. Monthly Cost [D=AxBxC]
Executive Director	1	87	\$54.35	\$4,728.45
Program Director	1	104	\$27.18	\$2,826.20
Intake Housing Counselor (for follow-up)	3	173	\$10.87	\$5,641.53
Housing Counselor	4	173	\$16.31	\$11,283.06
Client Management System Supervisor	1	173	\$13.04	\$2,256.61
Total Maximum Monthly Cost:				\$26,735.85
Total Cost for 2 Years (24 Months):				\$641,660.45

PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Accounting and Audit Services	Accounting services for bookkeeping and apportionment for auditing.	\$18,000.00
Total Budget for Services to be Contracted:		\$18,000.00

OTHER OPERATING

Item Name	Item Description	Budget
Operating Overhead	Utilities	\$25,200.00
	Office Supplies	\$10,478.98
	Office Space Rent/Maintenance	\$24,000.00
Outreach material	Printed material to distribute during promotional activities	\$2,500.00
Credit Report	To be used on some housing counseling	\$3,000.00
Insurance	Apportionment of insurance cost.	\$3,000.00
Travel	Travel costs related to provide housing counseling services include: transportation, mileage, lodging, air tickets, ferry tickets and per diem.	\$14,800.00
Total Expenses Budget:		\$82,978.98

EQUIPMENT

Item Name	Item Description	Budget
Software	licensee fee of Launchpad (Client Management System) and word-processing, spreadsheets and presentations software.	\$3,500.00
Photocopiers	Photocopiers leasing.	\$3,500.00
Total Expenses Budget:		\$7,000.00

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